



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

April 4, 2025

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: MIMOSA 18 CTB 1
Sec.-T-R: S18, T20S, R30E
County: Eddy Co., New Mexico
Wells: MIMOSA 18-16 STATE COM 223H, 224H, 332H, 621H - 624H, MIMOSA 17-16 STATE COM 221H, 222H

Lease: VO-5391-0003, VO-8444-0, VB-2416-0003, VC-1045, K0-3097-0003, B02386-0009,
Agreements: Bone Spring CA Pending, Wolfcamp CA Pending
Pool: [49622] PARKWAY;BONE SPRING
[97963] WC-015 G-07 S203032G;WOLFCAMP

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 and have been notified via certified mail and public notice.

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) 228-4800.

Sincerely,

A handwritten signature in black ink, appearing to read "Shandee Thomas". The signature is fluid and cursive, with the first name "Shandee" being more prominent than the last name "Thomas".

Shandee Thomas
Regulatory Compliance Professional

Enclosures

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: Mimosa State Com Wells - Multiple - See Attached **API:** Multiple - See Attached
Pool: PARKWAY;BONE SPRING & WC-015 G-07 S203032G;WOLFCAMP **Pool Code:** [49622] & [97963]

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

1) TYPE OF APPLICATION: Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

B. Check one only for [I] or [II]

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

[II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

Shandee Thomas

Print or Type Name

Signature

4/4/2025

Date

405-552-7853

Phone Number

shandee.thomas@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 SLO application pending

(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: Shandee Thomas TITLE: Regulatory Analyst DATE: 4/4/2025

TYPE OR PRINT NAME Shandee Thomas TELEPHONE NO.: 405-552-7853

E-MAIL ADDRESS: Shandee.Thomas@dvn.com

APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE**Proposal for MIMOSA 18 CTB 1**

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

Wolfcamp CA. Leases: V0-5391-0003, V0-8444-0, VB-2416-0003, VC-1045, K0-3097-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 18-16 STATE COM 621H	30-015-53372	D-18-20S-30E - 1165 FNL & 1066 FWL	[97963] WC-015 G-07 S203032G;WOLFCAMP
Wolfcamp CA. Leases: V0-5391-0003, V0-8444-0, B0-2386-0009, K0-3097-0003			
Well Name	API	Location	Pool
MIMOSA 18-16 STATE COM 622H	30-015-53373	D-18-20S-30E - 1195 FNL & 1066 FWL	[97963] WC-015 G-07 S203032G;WOLFCAMP
Wolfcamp CA. Leases: V0-5391-0003, K0-3097-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 18-16 STATE COM 623H	30-015-54805	L-18-20S-30E - 1537 FSL & 805 FWL	[97963] WC-015 G-07 S203032G;WOLFCAMP
Wolfcamp CA. Leases: V0-5391-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 18-16 STATE COM 624H	30-015-54944	L-18-20S-30E - 1477 FSL & 805 FWL	[97963] WC-015 G-07 S203032G;WOLFCAMP
Bonespring CA. Leases: V0-5391-0003, K0-3097-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 18-16 STATE COM 332H	30-015-54891	L-18-20S-30E - 1507 FSL & 805 FWL	[49622] PARKWAY;BONE SPRING
MIMOSA 18-16 STATE COM 223H	30-015-56175	L-18-20S-30E - 1642 FSL & 805 FWL	[49622] PARKWAY;BONE SPRING
MIMOSA 18-16 STATE COM 224H	30-015-56177	L-18-20S-30E - 1612 FSL & 805 FWL	[49622] PARKWAY;BONE SPRING
Pending Bonespring CA. Leases: VB-2416-0003, VC-1045, K0-3097-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 17-16 STATE COM 221H	30-015-56186	F-18-20S-30E - 1400 FNL & 2196 FWL	[49622] PARKWAY;BONE SPRING
Pending Bonespring CA. Leases: K0-3097-0003, B02386-0009			
Well Name	API	Location	Pool
MIMOSA 17-16 STATE COM 222H	30-015-56180	F-18-20S-30E - 1430 FNL & 2196 FWL	[49622] PARKWAY;BONE SPRING

CA:

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

Wolfcamp CA - MIMOSA 18-16 STATE COM 621H: N2N2 (aka Lot 1, NENW, N2NE of Section 18; and N2N2 of Sections 17 and 16 of Sect(s): 18, 17, and 16 Twp: 20 Rng: 30 NMPM Eddy County, NM Containing 479.22 acres more or less.

Wolfcamp CA - MIMOSA 18-16 STATE COM 622H: S2N2 (aka Lot 2, SENW, S2NE of Section 18; and S2N2 of Sections 17 and 16 of Sect(s): 18, 17, and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 479.22 acres more or less.

Wolfcamp CA - MIMOSA 18-16 STATE COM 623H: N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16 of Sect(s): 18, 17, and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 479.22 acres more or less.

Approved Wolfcamp CA - MIMOSA 18-16 STATE COM 624H: S2S2 (aka Lot 4, SESW, S2SE of Section 18; and S2S2 of Sections 17 and 16 of Sect(s): 18, 17, and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 958.46 acres more or less.

Bone Spring CA - MIMOSA 18-16 STATE COM 332H, 223H, 224H: S2 (aka Lot 3,4, E2SW, SE of Section 18; and S2 of Sections 17 and 16 of Sect(s): 18, 17, and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 958.46 acres more or less.

Bone Spring CA - MIMOSA 18-16 STATE COM 221H: N2N2 of Sections 17 and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 320 acres more or less.

Bone Spring CA - MIMOSA 18-16 STATE COM 222H: S2N2 of Sections 17 and 16 Twp:20 Rng: 30 NMPM Eddy County, NM Containing 320 acres more or less.

Oil & Gas metering:

The Mimosa 18 CTB 1 central tank battery is in SE/4 of the NW/4, S18, T20S, R30E 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.

CTB Power Generation will utilize produced or buyback gas for the fuel source on temporary generators. There is an undetermined quantity of temporary generators that will be set for each specific project which will be removed upon availability or installation of line power.

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
MIMOSA 18-16 STATE COM 621H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 622H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 332H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 623H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 624H	DVN / *	DVN / *	DVN / *

MIMOSA 18-16 STATE COM 221H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 222H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 223H	DVN / *	DVN / *	DVN / *
MIMOSA 18-16 STATE COM 224H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	DCP / *		
Oil FMP	PLAINS/ORYX / *		

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

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

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail (see attached). NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC).

Date: 4/16/2025

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

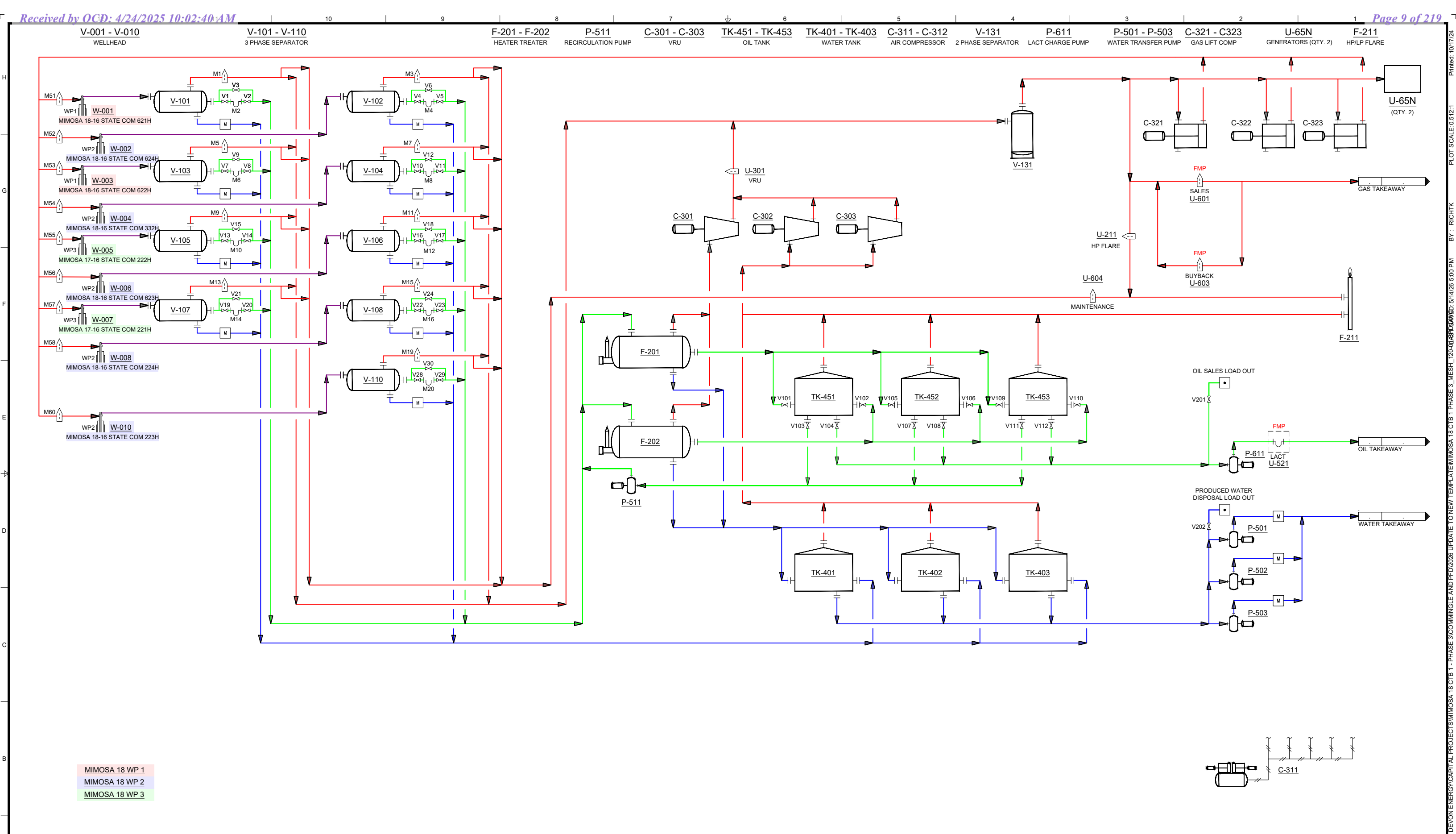
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

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.



LEGEND

ORIFICE METER

CORIOLIS METER

MAGNETIC METER

FMP FACILITY MEASUREMENT POINT

GAS

TRAIN 1 OIL

TRAIN 2 OIL

TRAIN 3 OIL

WATER

FULL WELL STREAM

INSTRUMENT AIR

VALVE

PUMP

REV	DESCRIPTION	DATE	DRAWN	APPROV
A	INITIAL RELEASE	--/--	KR	PM

DRAWN BY:	DATE:
KR	04/15/26
ENGINEERED BY:	DATE:
PM	04/02/26
WBS PROJECT No.:	

DRAWING No.:	
120-01-SFD.dwg	

CLOSED PRODUCTION SYSTEM Eddy County, NM	
SECTION: 18/T20S/R30E	
API #: 3001554891	
NMNM: NMNM	
GPS LATITUDE / LONGITUDE COORDINATES	
32.3092° , -103.6676°	

CONFIDENTIAL

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

Devon Energy Corporation

333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU - SPINE DESIGN - "REV 3.5"

SITE FACILITY DIAGRAM

MIMOSA 18 CTB 1 - PHASE 3

FILE NAME

120-01-SFD

DWG REV

A

Printed: 10/17/24 BY: RICHTK C:\USERS\MELAPIONE\DRIVE - DEVON ENERGY\CAPITAL PROJECTS\MIMOSA 18 CTB 1 - PHASE 3\MESH_120-01-SFD.dwg

MIMOSA UNIT WELLS
MIMOSA 18-16 STATE COM 223H, 224H,
332H, 621H, 622H, 623H, 624H, and
MIMOSA 17-16 STATE COM 221H, 222H
EDDY COUNTY, NEW MEXICO



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

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet

Datum: North American 1983
Created by: jenset

Map is current as of: 4/3/2025



0 1,000 2,000 Feet

1:24,000

- Deviated Surface

— Directional Survey (ACT-DVN/OBO)

➤ Flow Line

● Central Tank Battery

● Sales Meter
- Communication Agreements
- 320.00 ac. Mimosa 18-16 State Com #221H Pending - Bone Spring CA

320.00 ac. Mimosa 18-16 State Com #222H Pending - Bone Spring CA

479.20 ac. Mimosa 18-16 State Com #621H Approved - Wolfcamp CA

479.22 ac. Mimosa 18-16 State Com #622H Approved - Wolfcamp CA

479.22 ac. Mimosa 18-16 State Com #623H Approved - Wolfcamp CA

479.24 ac. Mimosa 18-16 State Com #624H Approved - Wolfcamp CA

958.46 ac. Mimosa 18-16 State Com #332H Approved - Bone Spring CA
- Leases
- B02386-0009

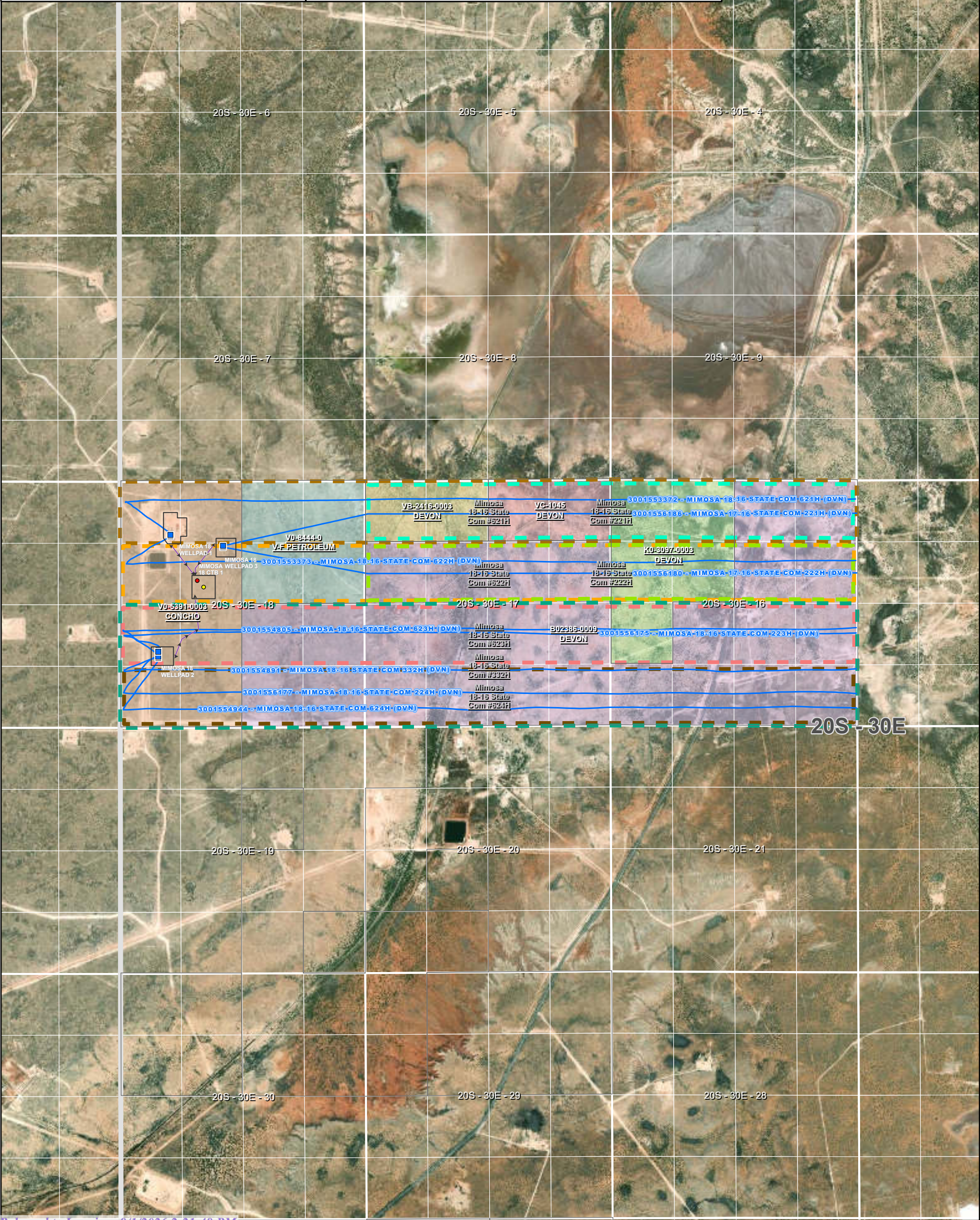
K0-3097-0003

V0-5391-0003

V0-8444-0

VB-2416-0003

VC-1045



**Economic Justification Report
Mimosa 18 CTB 1**

Well Name & Number	Type	State/Fed Lease 1	Royalty Rate	State/Fed Lease 2 (if applicable)	Royalty Rate	State/Fed Lease 3 (if applicable)	Royalty Rate	State/Fed Lease 4 (if applicable)	Royalty Rate	State/Fed Lease 5 (if applicable)	Royalty Rate	State/Fed Lease 6 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
MIMOSA 18-16 STATE COM 621H	Sweet	VO-5391-0003		VO-8444-0		VB-2416-0003		VC-1045		K0-3097-0003		B02386-0009		440	47.1	625	1280
MIMOSA 18-16 STATE COM 622H	Sweet	VO-5391-0003		VO-8444-0		B02386-0009		K0-3097-0003						280	47.1	400	1280
MIMOSA 18-16 STATE COM 623H	Sweet	VO-5391-0003		K0-3097-0003		B02386-0009								475	47.1	825	1280
MIMOSA 18-16 STATE COM 624H	Sweet	VO-5391-0003		B02386-0009										800	47.1	1400	1280
MIMOSA 18-16 STATE COM 332H	Sweet	VO-5391-0003		K0-3097-0003		B02386-0009								600	45.7	1050	1302
MIMOSA 17-16 STATE COM 223H	Sweet	VO-5391-0003		K0-3097-0003		B02386-0009								1200	41.7	4200	1155
MIMOSA 18-16 STATE COM 224H	Sweet	VO-5391-0003		K0-3097-0003		B02386-0009								1453	41.7	5086	1155
MIMOSA 17-16 STATE COM 221H	Sweet	VB-2416-0003		VC-1045		K0-3097-0003		B02386-0009						1170	41.7	4095	1155
MIMOSA 17-16 STATE COM 222H	Sweet	K0-3097-0003		B02386-0009										1170	41.7	4095	1155

Signed: Shandee Thomas Date: 4/16/2025

Printed Name: Shandee Thomas

Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
7588.0	43.4	21776.0	1180.7

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

C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Revised July 9, 2024 Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled								
		WELL LOCATION INFORMATION												
API Number 30-015-54805		Pool Code 97963		Pool Name WC-015 G-07 S203032G; WOLFCAMP										
Property Code 333760		Property Name MIMOSA 18-16 STATE COM				Well Number 623H								
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.				Ground Level Elevation 3319.2'								
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal										
Surface Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
L	18	20-S	30-E	3	1537/S	805/W	32.5703391°	-104.0172970°	EDDY					
Bottom Hole Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
I	16	20-S	30-E	N/A	2104/S	33/E	32.5718312°	-103.9686581°	EDDY					
Dedicated Acres 479.22		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. Pending JOA				Well setbacks are under Common Ownership: ☒ Yes ☐ No										
Kick Off Point (KOP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
L	18	20-S	30-E	3	2059/S	60/W	32.5717762°	-104.0197134°	EDDY					
First Take Point (FTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
L	18	20-S	30-E	3	2070/S	448/W	32.5718046°	-104.0184511°	EDDY					
Last Take Point (LTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
I	16	20-S	30-E	N/A	2096/S	163/E	32.5718119°	-103.9689914°	EDDY					
Unitized Area: ☐ Area of Uniform Interest: ☐				Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:								
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 1/14/25 Signature Date Shandee Thomas Printed Name shandee.thomas@dvn.com E-mail Address					SURVEYOR NOTES: 1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 3/21/2024 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 01/13/2025		Revision: R0						

Note: 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.

MIMOSA 18-16 STATE COM 623H**SURFACE HOLE LOCATION**

1537' FSL 805' FWL
SEC. 18, T20S, R30E

EL: 3319.2
 N: 571364.60
 E: 638693.93
 LAT. 32.5703391°
 LON. -104.0172970°

KOP
MEASURED DEPTH 9,318'
2059' FSL - 60' FWL
SEC. 18, T20S, R30E
 N: 571885.21
 E: 637948.01
 LAT. 32.5717762°
 LON. -104.0197134°

FTP
MEASURED DEPTH 9,968'
2070' FSL - 448' FWL
SEC. 18, T20S, R30E
 N: 571896.71
 E: 638336.83
 LAT. 32.5718046°
 LON. -104.0184511°

LTP
MEASURED DEPTH 25,222'
2096' FSL - 163' FEL
SEC. 16, T20S, R30E
 N: 571947.96
 E: 653572.94
 LAT. 32.5718119°
 LON. -103.9689914°

BHL
MEASURED DEPTH - 25,325'
2104' FSL - 33' FEL
SEC. 16, T20S, R30E
 N: 571955.35
 E: 653675.57
 LAT. 32.5718312°
 LON. -103.9686581°

LEGEND

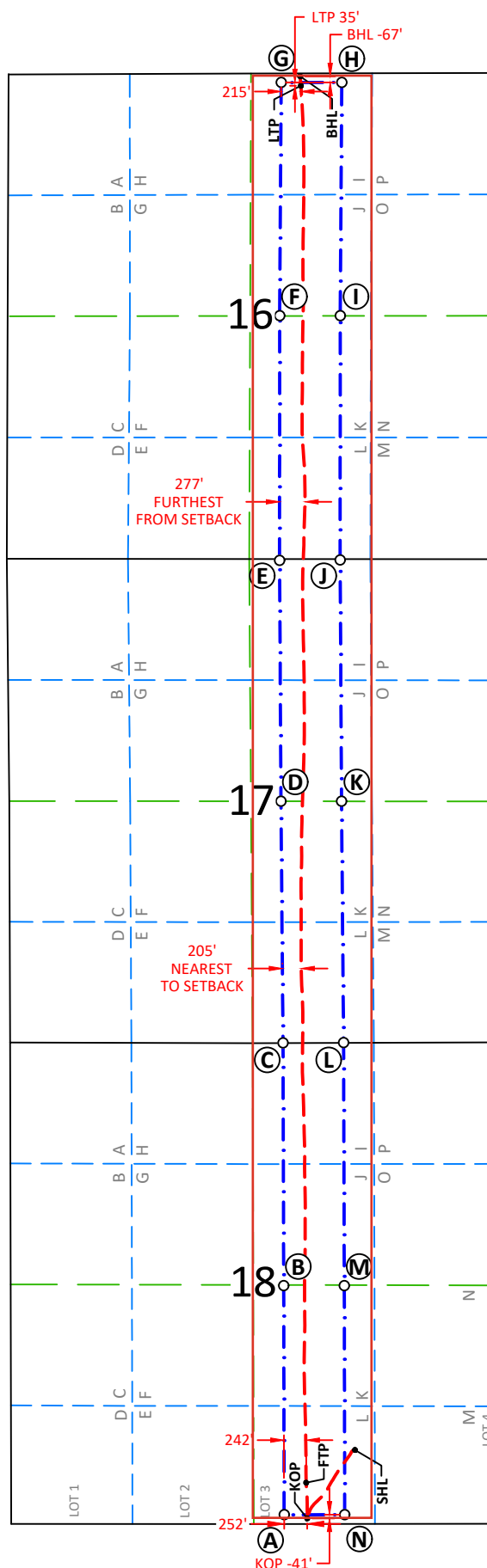
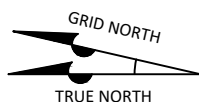
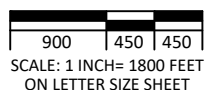
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	SETBACK LINE
	SETBACK CORNER

CORNER COORDINATES

A	N: 572136.90	E: 637988.30
B	N: 572140.65	E: 640485.36
C	N: 572147.04	E: 643134.20
D	N: 572168.51	E: 645770.03
E	N: 572182.11	E: 648396.86
F	N: 572180.48	E: 651065.39
G	N: 572162.46	E: 653608.32
H	N: 571502.44	E: 653609.31
I	N: 571520.48	E: 651064.97
J	N: 571522.12	E: 648400.27
K	N: 571508.49	E: 645769.22
L	N: 571487.04	E: 643135.79
M	N: 571480.65	E: 640486.35
N	N: 571476.90	E: 637988.71

SURVEYOR NOTES:

1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH A CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO: 3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020.
2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768
3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS.
4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024							
				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled							
WELL LOCATION INFORMATION											
API Number 30-015-54944		Pool Code 97963		Pool Name WC-015 G-07 S203032G; WOLFCAMP							
Property Code 333760		Property Name MIMOSA 18-16 STATE COM			Well Number 624H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			Ground Level Elevation 3319.4'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal							
Surface Location											
UL L	Section 18	Township 20-S	Range 30-E	Lot 3	Ft. from N/S 1477/S	Ft. from E/W 805/W	Latitude 32.5703391°	Longitude -104.0172970°	County EDDY		
Bottom Hole Location											
UL I	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 376/S	Ft. from E/W 35/E	Latitude 32.5670815°	Longitude -103.9686736°	County EDDY		
Dedicated Acres 479.24		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C			
Order Numbers. Pending JOA				Well setbacks are under Common Ownership: ☒ Yes ☐ No							
Kick Off Point (KOP)											
UL M	Section 18	Township 20-S	Range 30-E	Lot 4	Ft. from N/S 369/S	Ft. from E/W 60/W	Latitude 32.5671312°	Longitude -104.0197258°	County EDDY		
First Take Point (FTP)											
UL M	Section 18	Township 20-S	Range 30-E	Lot 4	Ft. from N/S 385/S	Ft. from E/W 456/W	Latitude 32.5671737°	Longitude -104.0184386°	County EDDY		
Last Take Point (LTP)											
UL P	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 378/S	Ft. from E/W 137/E	Latitude 32.5670917°	Longitude -103.9690076°	County EDDY		
Unitized Area: ☐ Area of Uniform Interest: ☐				Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:					
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 1/14/25 Signature Date Shandee Thomas Printed Name Shandee.Thomas@dvn.com E-mail Address						SURVEYOR NOTES: 1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.				SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 3/21/2024 Certificate No. Name Date of Survey	
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 01/13/2025		Revision: R0			

Note: 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.

MIMOSA 18-16 STATE COM 624H**SURFACE HOLE LOCATION**

1477' FSL 805' FWL
SEC. 18, T20S, R30E

EL: 3319.4
 N: 571304.96
 E: 638693.93
 LAT. 32.5701752°
 LON. -104.0172975°

KOP**MEASURED DEPTH - 9,394'****369' FSL - 60' FWL****SEC. 18, T20S, R30E**

N: 570195.33
 E: 637949.15
 LAT. 32.5671312°
 LON. -104.0197258°

FTP**MEASURED DEPTH - 10,003'****385' FSL - 456' FWL****SEC. 18, T20S, R30E**

N: 570211.97
 E: 638345.65
 LAT. 32.5671737°
 LON. -104.0184386°

LTP**MEASURED DEPTH - 25,257'****378' FSL - 137' FEL****SEC. 16, T20S, R30E**

N: 570230.71
 E: 653573.80
 LAT. 32.5670917°
 LON. -103.9690076°

BHL**MEASURED DEPTH - 25,360'****376' FSL - 35' FEL****SEC. 16, T20S, R30E**

N: 570227.36
 E: 653676.71
 LAT. 32.5670815°
 LON. -103.9686736°

LEGEND

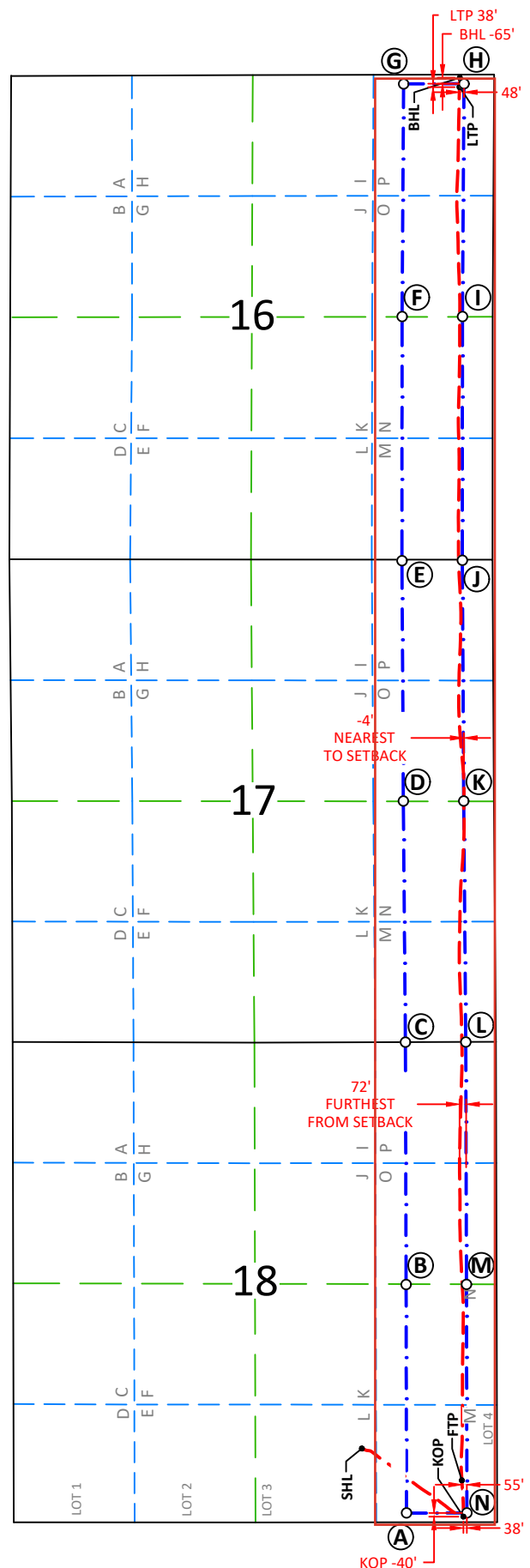
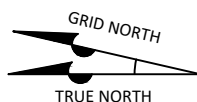
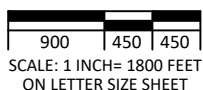
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	SETBACK LINE
	SETBACK CORNER

CORNER COORDINATES

A	N: 572136.90	E: 637988.30
B	N: 572140.65	E: 640485.36
C	N: 572147.04	E: 643134.20
D	N: 572168.51	E: 645770.03
E	N: 572182.11	E: 648396.86
F	N: 572180.48	E: 651065.39
G	N: 572162.46	E: 653608.32
H	N: 571502.44	E: 653609.31
I	N: 571520.48	E: 651064.97
J	N: 571522.12	E: 648400.27
K	N: 571508.49	E: 645769.22
L	N: 571487.04	E: 643135.79
M	N: 571480.65	E: 640486.35
N	N: 571476.90	E: 637988.71

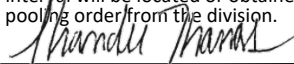
SURVEYOR NOTES:

1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH A CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO: 3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020.
2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768
3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS.
4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024					
				☐ Initial Submittal ☐ Amended Report ☒ As Drilled					
WELL LOCATION INFORMATION									
API Number 30-015-54891		Pool Code 49622		Pool Name PARKWAY; BONE SPRING					
Property Code 333760		Property Name MIMOSA 18-16 STATE COM			Well Number 332H				
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			Ground Level Elevation 3319.3'				
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal					
Surface Location									
UL L	Section 18	Township 20-S	Range 30-E	Lot 3	Ft. from N/S 1507/S	Ft. from E/W 805/W	Latitude 32.5702576°	Longitude -104.0172973°	County EDDY
Bottom Hole Location									
UL P	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1219/S	Ft. from E/W 32/E	Latitude 32.5694001°	Longitude -103.9686595°	County EDDY
Dedicated Acres 958.46		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C	
Order Numbers. Pending JOA				Well setbacks are under Common Ownership: ☒ Yes ☐ No					
Kick Off Point (KOP)									
UL M	Section 18	Township 20-S	Range 30-E	Lot 4	Ft. from N/S 1192/S	Ft. from E/W 79/W	Latitude 32.5693934°	Longitude -104.0196575°	County EDDY
First Take Point (FTP)									
UL M	Section 18	Township 20-S	Range 30-E	Lot 4	Ft. from N/S 1227/S	Ft. from E/W 697/W	Latitude 32.5694888°	Longitude -104.0176490°	County EDDY
Last Take Point (LTP)									
UL P	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1210/S	Ft. from E/W 132/E	Latitude 32.5693793°	Longitude -103.9689864°	County EDDY
Unitized Area: ☐ Area of Uniform Interest: ☐				Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:			
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. Signature <u>Shandee Thomas</u> Date <u>1/14/25</u> Printed Name Shandee.Thomas@dmv.com E-mail Address						SURVEYOR NOTES: 1. BEARINGS SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.			
SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.						 Signature and Seal of Professional Surveyor: 20250 John E. Allen 3/21/2024 Certificate No. Name Date of Survey			
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 01/13/2025		Revision: R0	

Note: 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.

C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled		Revised July 9, 2024						
WELL LOCATION INFORMATION														
API Number 30-015-56177		Pool Code 49622		Pool Name PARKWAY; BONE SPRING										
Property Code 333760		Property Name MIMOSA 18-16 STATE COM						Well Number 224H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.						Ground Level Elevation 3317.07'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal						Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal								
Surface Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
L	18	20-S	30-E	3	1612/S	805/W	32.5705452°	-104.0172975°	EDDY					
Bottom Hole Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
P	16	20-S	30-E	N/A	689/S	37/E	32.5679424°	-103.9686786°	EDDY					
Dedicated Acres 958.46		Infill or Defining Well INFILL		Defining Well API 30-015-54891		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. Pending JOA						Well setbacks are under Common Ownership: ☒ Yes ☐ No								
Kick Off Point (KOP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
M	18	20-S	30-E	4	733/S	66/W	32.5681326°	-104.0197034°	EDDY					
First Take Point (FTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
M	18	20-S	30-E	4	720/S	100/W	ESTIMATED	ESTIMATED	EDDY					
Last Take Point (LTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
P	16	20-S	30-E	N/A	720/S	100/E	ESTIMATED	ESTIMATED	EDDY					
Unitized Area: ☐		Area of Uniform Interest: ☐		Spacing Unit Type: ☒ Horizontal ☐ Vertical				Ground Floor Elevation:						
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.  3/31/25 Signature Date SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. Bearings and Coordinates shown are grid based on the New Mexico State Plane East Zone Coordinate System 3001, with a convergence angle of -0°09'37.47" and based on control point CP Fitz Booster at N: 556917.441 E: 633268.606. Ortho: 3349.52. determined by an opus solution on June 5th, 2020. 2. Distances depicted hereon are reported as ground distances in US Survey Feet using a combined scale factor of 1.000237768. 3. Elevations shown or listed are existing ground elevations. 4. Karst areas, Setback lines, Lease areas and Drill islands, if shown, were provided by Devon Energy and not located on the ground as a part of this survey, locations are approximate.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by Scientific Drilling and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 02/13/2025 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JEB		Checked By: JEA		Date Drawn: 03/26/2025		Revision: R0						

Note: 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.

MIMOSA 18-16 STATE COM 224H**SURFACE HOLE LOCATION****1612' FSL - 805' FWL****SEC. 18, T20S, R30E**

EL: 3318.10'

N: 571439.57

E: 638693.54

LAT. 32.5705452°

LON. -104.0172975°

KOP**MEASURED DEPTH = 8,025'****733' FSL - 66' FWL****SEC. 18, T20S, R30E**

N: 570559.68

E: 637954.99

LAT: 32.5681326°

LON: -104.0197034°

(ESTIMATED) FTP (PPP 1)**720 FSL - 100' FWL****SEC. 18, T20S, R30E**

N: 570546.73

E: 637989.25

LAT. 32.5680967°

LON. -104.0195923°

(ESTIMATED) LTP**720' FSL - 100' FEL****SEC. 16, T20S, R30E**

N: 570571.54

E: 653610.73

LAT. 32.5680281°

LON. -103.9688840°

BHL**MEASURED DEPTH = 23,994'****689' FSL - 37' FEL****SEC. 16, T20S, R30E**

N: 570540.57

E: 653674.11

LAT: 32.5679424°

LON: -103.9686786°

LEGEND

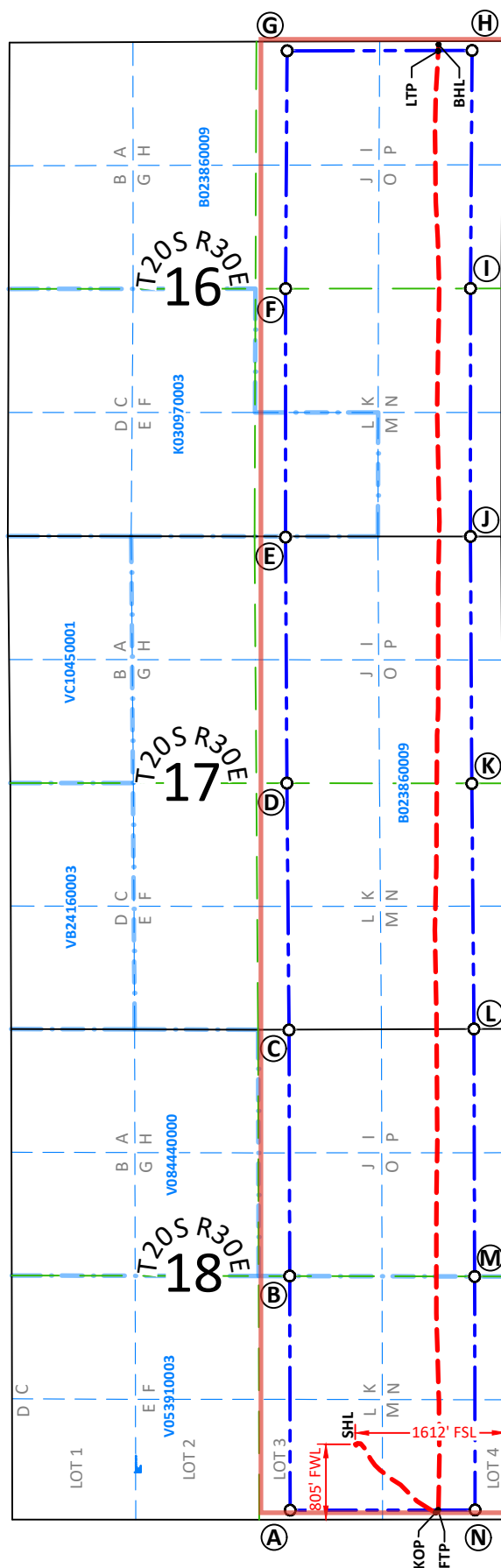
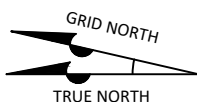
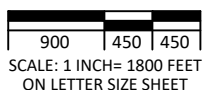
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	SETBACK LINE
	SETBACK CORNER
	LEASE LINE
	LEASE ID NUMBER

CORNER COORDINATES

A	N: 572136.35	E: 637988.28
B	N: 572140.13	E: 640494.68
C	N: 572146.52	E: 643132.84
D	N: 572167.96	E: 645770.03
E	N: 572181.59	E: 648411.99
F	N: 572179.93	E: 651062.79
G	N: 572161.91	E: 653608.34
H	N: 570182.31	E: 653611.32
I	N: 570200.40	E: 651063.78
J	N: 570202.06	E: 648408.27
K	N: 570188.40	E: 645767.60
L	N: 570166.97	E: 643138.78
M	N: 570160.58	E: 640489.66
N	N: 570156.82	E: 637989.49

SURVEYOR NOTES:

- Bearings and Coordinates shown are grid based on the New Mexico State Plane East Zone Coordinate System 3001, with a convergence angle of -0°09'37.47" and based on control point CP Fitz Booster at N: 556917.441 E: 633268.606. Ortho: 3349.52. determined by an opus solution on June 5th, 2020.
- Distances depicted hereon are reported as ground distances in US Survey Feet using a combined scale factor of 1.000237768.
- Elevations shown or listed are existing ground elevations.
- Karst areas, Setback lines, Lease areas and Drill islands, if shown, were provided by Devon Energy and not located on the ground as a part of this survey, locations are approximate.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☒ Initial Submittal ☐ Amended Report ☐ As Drilled		Revised July 9, 2024						
WELL LOCATION INFORMATION														
API Number		Pool Code 49622		Pool Name PARKWAY; BONE SPRING										
Property Code		Property Name MIMOSA 17-16 STATE COM				Well Number 221H								
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.				Ground Level Elevation 3275.9'								
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal					Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal									
Surface Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
F	18	20-S	30-E	N/A	1400/N	2196/W	32.5767885°	-104.0127609°	EDDY					
Bottom Hole Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
A	16	20-S	30-E	N/A	720/N	20/E	32.5785876°	-103.9686160°	EDDY					
Dedicated Acres 320		Infill or Defining Well DEFINING		Defining Well API n/a		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. Pending JOA					Well setbacks are under Common Ownership: ☒ Yes ☐ No									
Kick Off Point (KOP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
D	17	20-S	30-E	N/A	721/N	51/W	32.57854765	-104.0027578	EDDY					
First Take Point (FTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
D	17	20-S	30-E	N/A	720/N	100/W	32.5786480°	-104.0025153°	EDDY					
Last Take Point (LTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
A	16	20-S	30-E	N/A	720/N	100/E	32.5785881°	-103.9688756°	EDDY					
Unitized Area: ☐ Area of Uniform Interest: ☐					Spacing Unit Type: ☒ Horizontal ☐ Vertical			Ground Floor Elevation:						
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 12/19/24 Signature Date SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.					SURVEYOR CERTIFICATIONS: 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.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 12/17/24 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JEB		Checked By: JEA		Date Drawn: 12/17/2024		Revision: R0						

Note: 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.

MIMOSA 17-16 STATE COM 221H**SURFACE HOLE LOCATION**

1400' FNL 2196' FWL
SEC. 18, T20S, R30E
EL: 3275.9
N: 573715.08
E: 640084.22
LAT: 32.5767885°
LOX: -104.0127609°

KICK OFF POINT

721' FNL - 51' FWL
N: 574399
E: 643189
LAT: 32.57854765°
LOX: -104.0027578

FIRST TAKE POINT (PPP 1)

720' FNL - 100' FWL
SEC. 17, T20S, R30E
N: 574401.24
E: 643238.10
LAT: 32.5786480°
LOX: -104.0025153°

PPP 3

748' FNL - 0' FEL
SEC. 17, T20S, R30E
N: 574407.27
E: 648415.25
LAT: 32.5786192°
LOX: -103.9857081°

LAST TAKE POINT

720' FNL - 100' FEL
SEC. 16, T20S, R30E
N: 574413.32
E: 653600.14
LAT: 32.5785881°
LOX: -103.9688756°

PPP 2

724' FNL - 2635' FWL
SEC. 17, T20S, R30E
N: 574404.19
E: 645772.78
LAT: 32.5786342°
LOX: -103.9942867°

PPP 4

734' FNL - 2638' FEL
SEC. 16, T20S, R30E
N: 574410.36
E: 651061.68
LAT: 32.5786036°
LOX: -103.9771166°

BOTTOM HOLE LOCATION

720' FNL - 20' FEL
SEC. 16, T20S, R30E
N: 574413.41
E: 653680.12
LAT: 32.5785876°
LOX: -103.9686160°

LEGEND

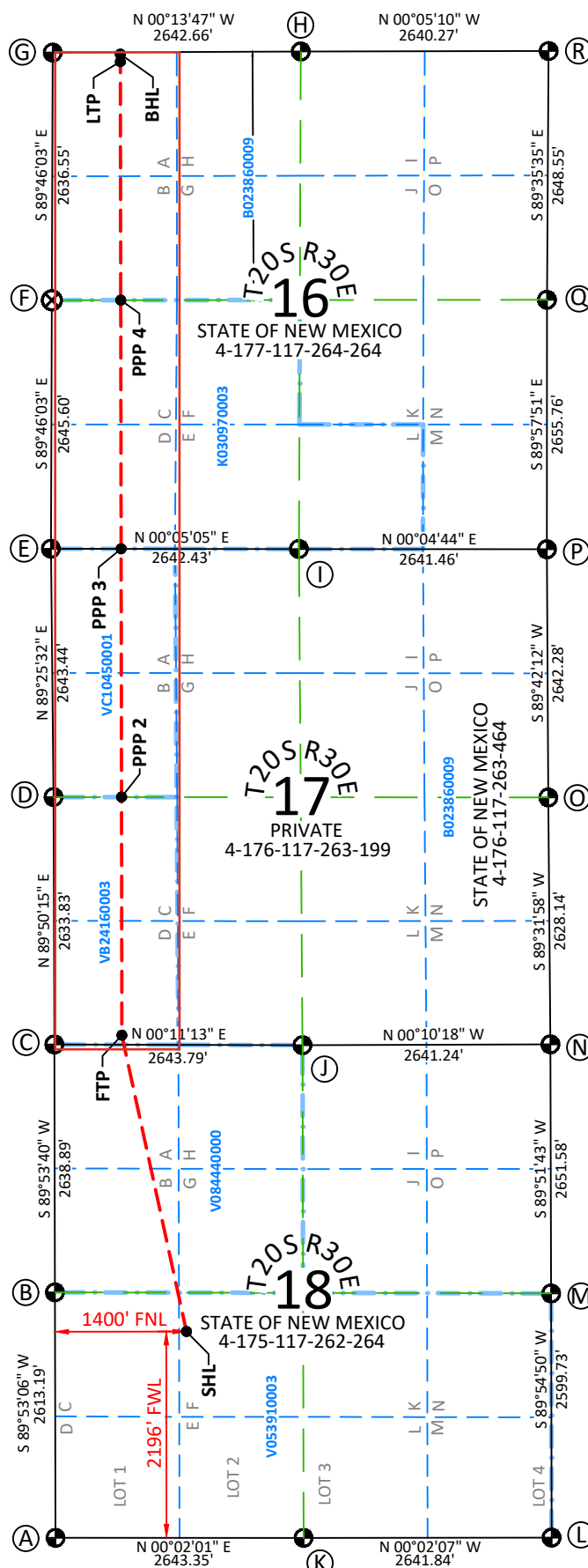
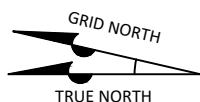
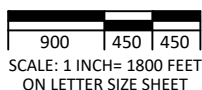
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	1/4 MILE BUFFER
	1/2 MILE BUFFER
	LEASE LINE
	LEASE ID NUMBER
	FOUND USGLO
	BRASS CAP '1916'
	CALC'D CORNER

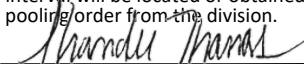
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A	N: 575110.68	E: 637889.65
B	N: 575115.93	E: 640502.22
C	N: 575120.79	E: 643140.48
D	N: 575128.27	E: 645773.67
E	N: 575154.77	E: 648416.35
F	N: 575144.03	E: 651061.32
G	N: 575133.32	E: 653697.23
H	N: 572491.31	E: 653707.82
I	N: 572512.97	E: 648412.45
J	N: 572477.65	E: 643131.85
K	N: 572467.96	E: 637888.10
L	N: 569826.75	E: 637889.72
M	N: 569830.66	E: 640488.83
N	N: 569837.04	E: 643139.77
O	N: 569858.47	E: 645767.20
P	N: 569872.14	E: 648408.82
Q	N: 569870.48	E: 651063.94
R	N: 569851.67	E: 653711.79

SURVEYOR NOTES:

- BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH A CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020.
- DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768
- ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS.
- KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled		Revised July 9, 2024						
WELL LOCATION INFORMATION														
API Number 30-015-56175		Pool Code 49622		Pool Name PARKWAY; BONE SPRING										
Property Code 333760		Property Name MIMOSA 18-16 STATE COM						Well Number 223H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.						Ground Level Elevation 3316.93'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal						Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal								
Surface Location														
UL L	Section 18	Township 20-S	Range 30-E	Lot 3	Ft. from N/S 1642/S	Ft. from E/W 805/W	Latitude 32.5706276°	Longitude -104.0172973°	County EDDY					
Bottom Hole Location														
UL I	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1988/S	Ft. from E/W 38/E	Latitude 32.5715141°	Longitude -103.9686755°	County EDDY					
Dedicated Acres 958.46		Infill or Defining Well INFILL		Defining Well API 30-015-54891		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. Pending JOA						Well setbacks are under Common Ownership: ☒ Yes ☐ No								
Kick Off Point (KOP)														
UL L	Section 18	Township 20-S	Range 30-E	Lot 3	Ft. from N/S 1964/S	Ft. from E/W 78/W	Latitude 32.5715159°	Longitude -104.0196536°	County EDDY					
First Take Point (FTP)														
UL L	Section 18	Township 20-S	Range 30-E	Lot 3	Ft. from N/S 2000/S	Ft. from E/W 100/W	Latitude ESTIMATED	Longitude ESTIMATED	County EDDY					
Last Take Point (LTP)														
UL I	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 2000/S	Ft. from E/W 100/E	Latitude ESTIMATED	Longitude ESTIMATED	County EDDY					
Unitized Area: ☐		Area of Uniform Interest: ☐		Spacing Unit Type: ☒ Horizontal ☐ Vertical				Ground Floor Elevation:						
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.  Signature _____ Date 3/31/25 SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. Bearings and Coordinates shown are grid based on the New Mexico State Plane East Zone Coordinate System 3001, with a convergence angle of -0°09'37.47" and based on control point CP Fitz Booster at N: 556917.441 E: 633268.606. Ortho: 3349.52. determined by an opus solution on June 5th, 2020. 2. Distances depicted hereon are reported as ground distances in US Survey Feet using a combined scale factor of 1.000237768. 3. Elevations shown or listed are existing ground elevations. 4. Karst areas, Setback lines, Lease areas and Drill islands, if shown, were provided by Devon Energy and not located on the ground as a part of this survey, locations are approximate.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by Scientific Drilling and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 02/13/2025 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JEB		Checked By: JEA		Date Drawn: 03/26/2025		Revision: R0						

Note: 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.

MIMOSA 18-16 STATE COM 223H**SURFACE HOLE LOCATION****1642' FSL - 805' FWL****SEC. 18, T20S, R30E**

EL: 3317.96'

N: 571469.57

E: 638693.52

LAT: 32.5706276°

LON: -104.0172973°

KOP**MEASURED DEPTH = 7974'****1964' FSL - 78' FWL****SEC. 18, T20S, R30E**

N: 571790.56

E: 637966.69

LAT: 32.5715159°

LON: -104.0196536°

(ESTIMATED) FTP (PPP 1)**2000' FSL - 100' FWL****SEC. 18, T20S, R30E**

N: 571826.43

E: 637988.47

LAT: 32.5716143°

LON: -104.0195826°

(ESTIMATED) LTP**2000' FSL - 100' FEL****SEC. 16, T20S, R30E**

N: 571851.28

E: 653608.81

LAT: 32.5715458°

LON: -103.9688760°

BHL**MEASURED DEPTH = 23,976'****1988' FSL - 38' FEL****SEC. 16, T20S, R30E**

N: 571839.98

E: 653670.61

LAT: 32.5715141°

LON: -103.9686755°

LEGEND

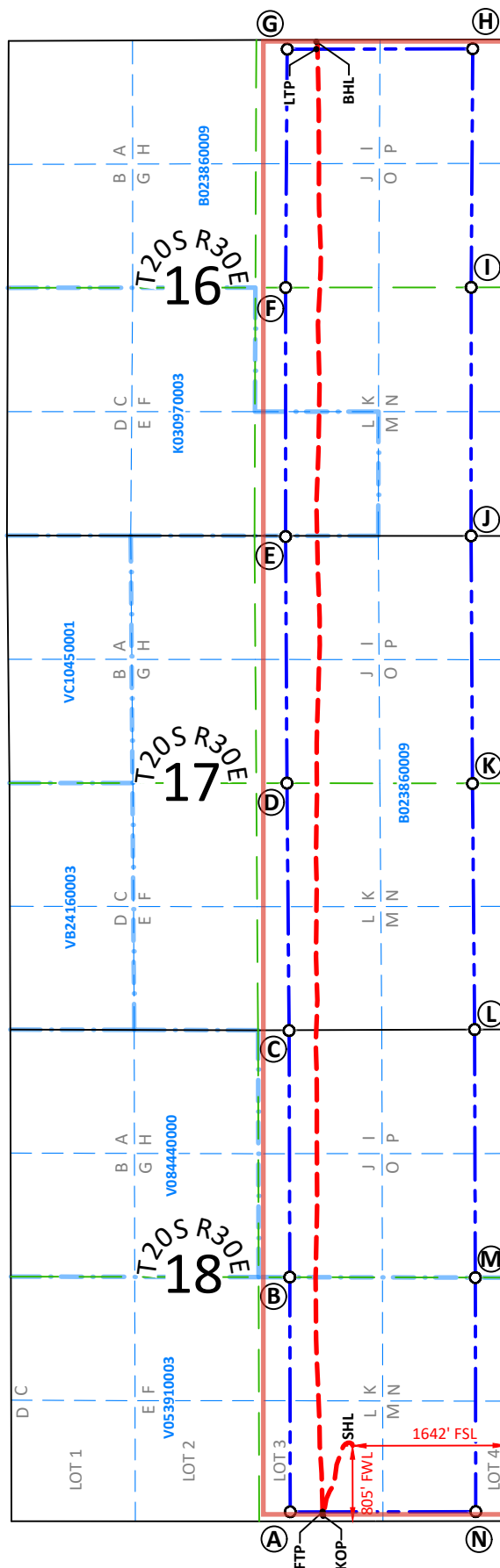
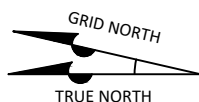
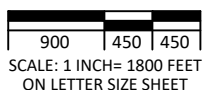
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	SETBACK LINE
	SETBACK CORNER
	LEASE LINE
	LEASE ID NUMBER

CORNER COORDINATES

A	N: 572136.35	E: 637988.28
B	N: 572140.13	E: 640494.68
C	N: 572146.52	E: 643132.84
D	N: 572167.96	E: 645770.03
E	N: 572181.59	E: 648411.99
F	N: 572179.93	E: 651062.79
G	N: 572161.91	E: 653608.34
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I	N: 570200.40	E: 651063.78
J	N: 570202.06	E: 648408.27
K	N: 570188.40	E: 645767.60
L	N: 570166.97	E: 643138.78
M	N: 570160.58	E: 640489.66
N	N: 570156.82	E: 637989.49

SURVEYOR NOTES:

- Bearings and Coordinates shown are grid based on the New Mexico State Plane East Zone Coordinate System 3001, with a convergence angle of -0°09'37.47" and based on control point CP Fitz Booster at N: 556917.441 E: 633268.606. Ortho: 3349.52. determined by an opus solution on June 5th, 2020.
- Distances depicted hereon are reported as ground distances in US Survey Feet using a combined scale factor of 1.000237768.
- Elevations shown or listed are existing ground elevations.
- Karst areas, Setback lines, Lease areas and Drill islands, if shown, were provided by Devon Energy and not located on the ground as a part of this survey, locations are approximate.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☒ Initial Submittal ☐ Amended Report ☐ As Drilled		Revised July 9, 2024	
WELL LOCATION INFORMATION									
API Number		Pool Code 49622		Pool Name PARKWAY; BONE SPRING					
Property Code		Property Name MIMOSA 17-16 STATE COM						Well Number 222H	
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.						Ground Level Elevation 3276.2'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal					Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				
Surface Location									
UL F	Section 18	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1430/N	Ft. from E/W 2196/W	Latitude 32.5767060°	Longitude -104.0127613°	County EDDY
Bottom Hole Location									
UL H	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 2000/N	Ft. from E/W 20/E	Latitude 32.5750701°	Longitude -103.9686136°	County EDDY
Dedicated Acres 320		Infill or Defining Well DEFINING		Defining Well API n/a		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C	
Order Numbers. Pending JOA					Well setbacks are under Common Ownership: ☒ Yes ☐ No				
Kick Off Point (KOP)									
UL E	Section 17	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 2001/n	Ft. from E/W 50/w	Latitude 32.57503017	Longitude -104.00278744	County EDDY
First Take Point (FTP)									
UL E	Section 17	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 2000/N	Ft. from E/W 100/W	Latitude 32.5751305°	Longitude -104.0025418°	County EDDY
Last Take Point (LTP)									
UL H	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 2000/N	Ft. from E/W 100/E	Latitude 32.5750706°	Longitude -103.9688732°	County EDDY
Unitized Area: ☐ Area of Uniform Interest: ☐					Spacing Unit Type: ☒ Horizontal ☐ Vertical			Ground Floor Elevation:	
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 12/19/24 Signature Date SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address SURVEYOR NOTES: - BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. - DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 - ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. - KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE. SURVEYOR CERTIFICATIONS: 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.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 12/17/24 Certificate No. Name Date of Survey									
Page: 1 of 2		Drawn By: JEB		Checked By: JEA		Date Drawn: 12/17/2024		Revision: R0	

Note: 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.

MIMOSA 17-16 STATE COM 222H**SURFACE HOLE LOCATION**

1430' FNL 2196' FWL
 SEC. 18, T20S, R30E
 EL: 3276.2
 N: 573685.08
 E: 640084.21
 LAT: 32.5767060°
 LON: -104.0127613°

KICK OFF POINT

2001' FNL - 50' FWL
 N: 573119
 E: 643183
 LAT: 32.5750
 LON: -104.0028

FIRST TAKE POINT (PPP 1)

2000' FNL - 100' FWL
 SEC. 17, T20S, R30E
 N: 573121.53
 E: 643233.93
 LAT: 32.5751305°
 LON: -104.0025418°

PPP 2

2027' FNL - 0' FEL
 SEC. 16, T20S, R30E
 N: 573127.57
 E: 648413.39
 LAT: 32.5751017°
 LON: -103.9857276°

PPP 3

2013' FNL - 2643' FEL
 SEC. 16, T20S, R30E
 N: 573130.66
 E: 651062.32
 LAT: 32.5750861°
 LON: -103.9771284°

LAST TAKE POINT
 2000' FNL - 100' FEL
 SEC. 16, T20S, R30E
 N: 573133.63
 E: 653605.27
 LAT: 32.5750706°
 LON: -103.9688732°

BOTTOM HOLE LOCATION

2000' FNL - 20' FEL
 SEC. 16, T20S, R30E
 N: 573133.72
 E: 653685.25
 LAT: 32.5750701°
 LON: -103.9686136°

LEGEND

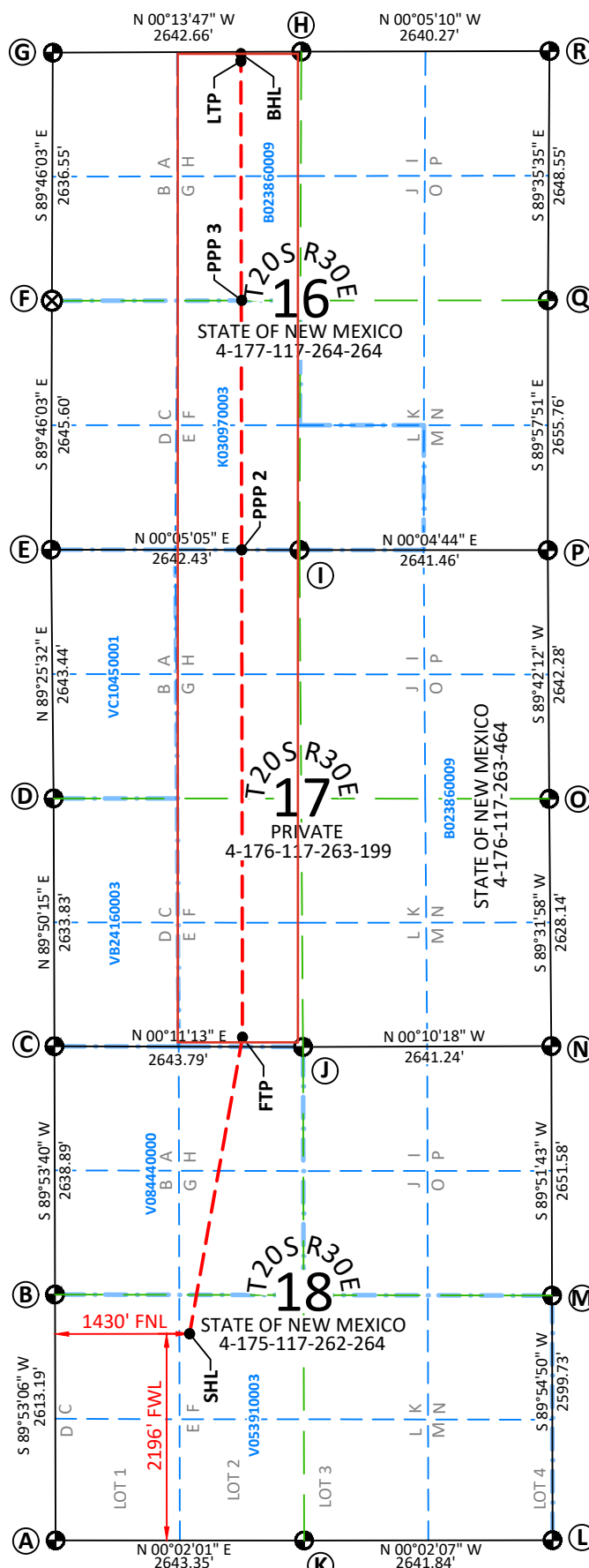
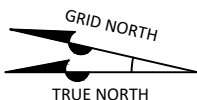
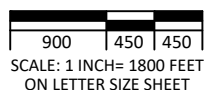
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	1/4 MILE BUFFER
	1/2 MILE BUFFER
	LEASE LINE
	LEASE ID NUMBER
	FOUND USGLO
	BRASS CAP '1916'
	CALC'D CORNER

SECTION CORNER CALLOUTS

A N: 575110.68	E: 637889.65
B N: 575115.93	E: 640502.22
C N: 575120.79	E: 643140.48
D N: 575128.27	E: 645773.67
E N: 575154.77	E: 648416.35
F N: 575144.03	E: 651061.32
G N: 575133.32	E: 653697.23
H N: 572491.31	E: 653707.82
I N: 572512.97	E: 648412.45
J N: 572477.65	E: 643131.85
K N: 572467.96	E: 637888.10
L N: 569826.75	E: 637889.72
M N: 569830.66	E: 640488.83
N N: 569837.04	E: 643139.77
O N: 569858.47	E: 645767.20
P N: 569872.14	E: 648408.82
Q N: 569870.48	E: 651063.94
R N: 569851.67	E: 653711.79

SURVEYOR NOTES:

- BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH A CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020.
- DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768
- ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS.
- KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.



C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled		Revised July 9, 2024						
WELL LOCATION INFORMATION														
API Number 30-015-53373		Pool Code 97963		Pool Name WC-015 G-07 S23032G; WOLFCAMP										
Property Code 337060		Property Name MIMOSA 18-16 STATE COM						Well Number 622H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.						Ground Level Elevation 3306.3'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal						Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal								
Surface Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
D	18	20-S	30-E	1	1195/N	1066/W	32.5773567°	-104.0164257°	EDDY					
Bottom Hole Location														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
H	16	20-S	30-E	N/A	1739/N	41/E	32.5757873°	-103.9686829°	EDDY					
Dedicated Acres 479.2		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. N/A						Well setbacks are under Common Ownership: ☒ Yes ☐ No								
Kick Off Point (KOP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
E	18	20-S	30-E	2	1783/N	122/W	32.5757414°	-104.0194949°	EDDY					
First Take Point (FTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
E	18	20-S	30-E	2	1762/N	704/W	32.5757973°	-104.0176066°	EDDY					
Last Take Point (LTP)														
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County					
H	16	20-S	30-E	N/A	1739/N	114/E	32.5757846°	-103.9689189°	EDDY					
Unitized Area: ☐		Area of Uniform Interest: ☐		Spacing Unit Type: ☒ Horizontal ☐ Vertical				Ground Floor Elevation:						
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. Signature <i>Shandee Thomas</i> Date 4/29/25 SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 04/14/25 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 04/24/2025		Revision: R1						

Note: 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.

C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled		Revised July 9, 2024						
WELL LOCATION INFORMATION														
API Number 30-015-53372		Pool Code 97963		Pool Name WC-015 G-07 S23032G; WOLFCAMP										
Property Code 337060		Property Name MIMOSA 18-16 STATE COM						Well Number 621H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.						Ground Level Elevation 3306.5'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal						Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal								
Surface Location														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 1165/N	Ft. from E/W 1066/W	Latitude 32.5774391°	Longitude -104.0164253°	County EDDY					
Bottom Hole Location														
UL A	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 417/N	Ft. from E/W 42/E	Latitude 32.5794205°	Longitude -103.9686878°	County EDDY					
Dedicated Acres 479.2		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. N/A						Well setbacks are under Common Ownership: ☒ Yes ☐ No								
Kick Off Point (KOP)														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 456/N	Ft. from E/W 110/W	Latitude 32.5793884°	Longitude -104.0195190°	County EDDY					
First Take Point (FTP)														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 411/N	Ft. from E/W 699/W	Latitude 32.5795124°	Longitude -104.0176084°	County EDDY					
Last Take Point (LTP)														
UL A	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 418/N	Ft. from E/W 117/E	Latitude 32.5794158°	Longitude -103.9689300°	County EDDY					
Unitized Area: ☐ Area of Uniform Interest: ☐						Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:						
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 4/29/25 Signature Date SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 04/14/25 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 04/24/2025		Revision: R1						

Note: 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.

MIMOSA 18-16 STATE COM 621H**SURFACE HOLE LOCATION**

1165' FNL - 1066' FWL
SEC. 18, T20S, R30E
 ELEV: 3306.5'
 LAT: 32.5774391°
 LON: -104.0164253°
 N: 573948.41
 E: 638954.75

KOP
MEASURED DEPTH = 9,355
456' FNL - 110' FWL
SEC. 18, T20S, R30E
 LAT: 32.5793884°
 LON: -104.0195190°
 N: 574654.74
 E: 637999.72

FTP
411' FNL - 699' FWL
SEC. 18, T20S, R30E
 LAT: 32.5795124°
 LON: -104.0176084°
 N: 574701.58
 E: 638588.08

LTP
418' FNL - 117' FEL
SEC. 16, T20S, R30E
 LAT: 32.5794158°
 LON: -103.9689300°
 N: 574714.38
 E: 653582.36

BHL
MEASURED DEPTH = 25,333
417' FNL - 42' FEL
SEC. 16, T20S, R30E
 LAT: 32.5794205°
 LON: -103.9686878°
 N: 574716.32
 E: 653656.97

LEGEND

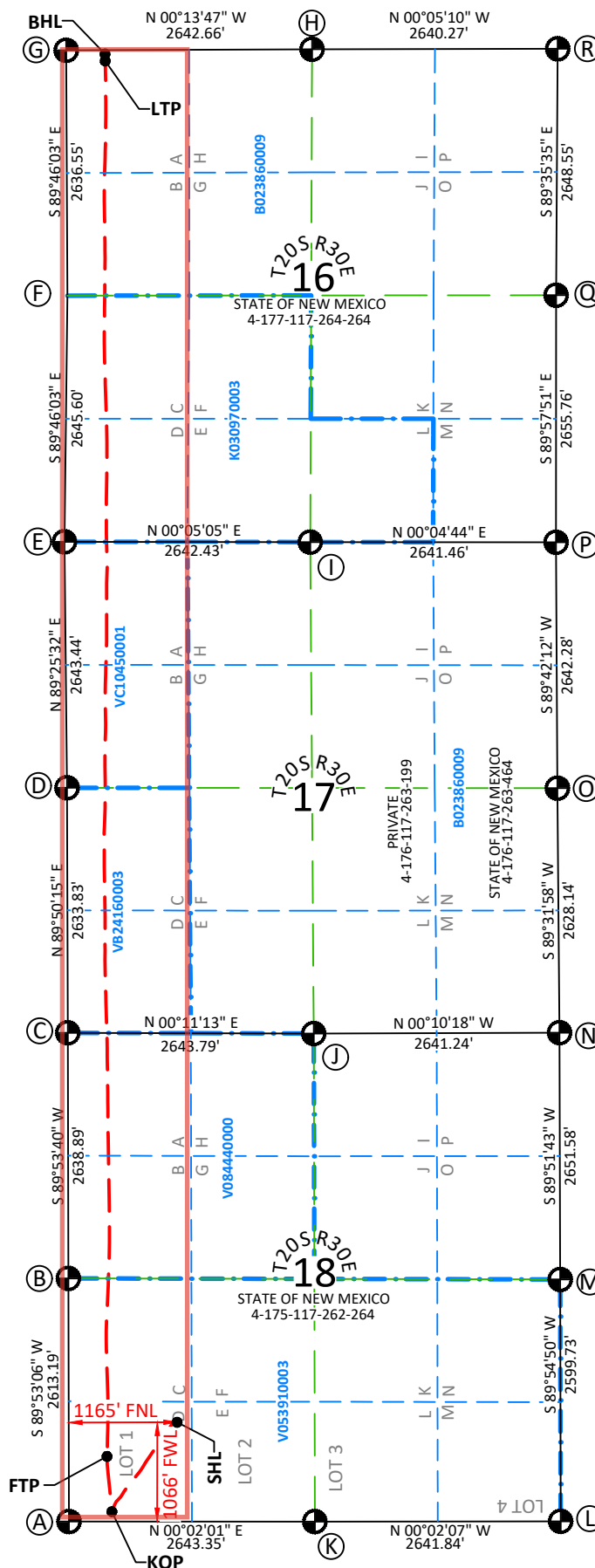
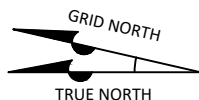
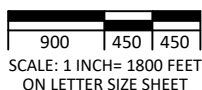
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	1/4 MILE BUFFER
	1/2 MILE BUFFER
	LEASE LINE
	LEASE ID NUMBER
	FOUND USGLO
	BRASS CAP
	CALC'D CORNER

SECTION CORNERS

A N: 575110.68	E: 637889.65
B N: 575115.93	E: 640502.22
C N: 575120.79	E: 643140.48
D N: 575128.27	E: 645773.67
E N: 575154.77	E: 648416.35
F N: 575144.03	E: 651061.32
G N: 575133.32	E: 653697.23
H N: 572491.31	E: 653707.82
I N: 572512.97	E: 648412.45
J N: 572477.65	E: 643131.85
K N: 572467.96	E: 637888.10
L N: 569826.75	E: 637889.72
M N: 569830.66	E: 640488.82
N N: 569837.04	E: 643139.77
O N: 569858.47	E: 645767.20
P N: 569872.14	E: 648408.82
Q N: 569870.48	E: 651063.94
R N: 569851.67	E: 653711.79

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

April 16, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Mimosa 18 CTB 1

Sec.-T-R: 18-20S-30E
Wells: MIMOSA 18-16 STATE COM 223H, 224H, 332H, 621H - 624H, MIMOSA 17-16 STATE COM 221H, 222H
Agreements: Pending CAs Attached
Lease: V0-5391-0003, V0-8444-0, VB-2416-0003, VC-1045, K0-3097-0003, B02386-0009,
Pool: PARKWAY;BONE SPRING, WC-015 G-07 S203032G;WOLFCAMP
County: Eddy Co., New Mexico

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 black ink, appearing to read "Shandee Thomas". The signature is fluid and cursive, with the first name "Shandee" and last name "Thomas" clearly distinguishable.

Shandee Thomas
Regulatory Compliance Professional
Enclosure

Company Name	Mailing Address	City	State	Zip	Tracking No.
COG Operating, LLC	600 W. Illinois Avenue	Midland	TX	79701	9414-8149-0152-7181-4536-30
Concho Oil & Gas LLC	600 W. Illinois Avenue	Midland	TX	79701	9414-8149-0152-7181-4536-47
Fuel Products Inc	PO Box 1889	Midland	TX	79702	9414-8149-0152-7181-4536-54
Gahr Energy Company	PO Box 1889	Midland	TX	79702	9414-8149-0152-7181-4536-61
Mid-Western Energy LLC	PO Box 1889	Midland	TX	79702	9414-8149-0152-7181-4536-78
V-F Petroleum Inc	PO Box 1889	Midland	TX	79702	9414-8149-0152-7181-4536-85
Durango Production Corporation	2663 Plaza Parkway	Wichita Falls	TX	76308	9414-8149-0152-7181-4536-92
Devon Energy Production Company,	333 W. Sheridan Avenue	OKC	OK	73102	Self-notification

AFFIDAVIT OF PUBLICATION

CARLSBAD CURRENT-ARGUS
PO BOX 507
HUTCHINSON, KS 67504-0507

STATE OF NEW MEXICO } SS
COUNTY OF EDDY }

Account Number: 1126
Ad Number: 44420
Description: Notice - App for Surface Comm
Ad Cost: \$54.45

Sherry Groves, being first duly sworn, says:

That she is the Agent of the the Carlsbad Current-Argus, a Weekly newspaper of general circulation, printed and published in Carlsbad, Eddy County, New Mexico; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

April 22, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Sherry Groves

Agent

Subscribed to and sworn to me this 22th day of April 2025.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County
Minnesota

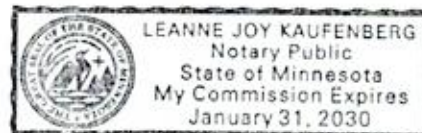
PUBLIC NOTICE

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 NMOC for a surface commingling of the oil/gas production at the Mimosa 18 CTB 1 battery. The facilities are located in SE/4 of the NW/4, S18, T20S, R30E in Eddy County, New Mexico. Wells going to the batteries are located in Section 18-20S-30E. Production is from the PARKWAY:BONE SPRING and WC-015 G-07 S203032G;WOLFCAMP pool.

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 NMOC may approve the application.

For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 228-4800

Published in the Carlsbad Current-Argus April 22, 2025.
#44420



COURTNEY DICKENS
DEVON ENERGY-CORP OFFICE
333 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102
CommunityRelationsInvoices@dvn.com



Devon Energy Corporation
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

April 16, 2025

Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

To Whom It May Concern:

Please find enclosed the SLO Commingle Application, application fee check of \$150.00.

Should you require any additional information or assistance, please do not hesitate to contact me my email or phone.

A handwritten signature in black ink that reads "Shandee Thomas". The signature is written in a cursive, flowing style.

Shandee Thomas
Regulatory Analyst
Work Phone: (405) 228-4800
Shandee.Thomas@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosures

ALERT: IMPACTS FROM SEVERE WEATHER IN THE MID-SOUTH REGION OF THE U.S. AND WI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9414814901527181453630

Copy

Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 7:50 am on April 25, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box
MIDLAND, TX 79701
April 25, 2025 7:50 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	✓
Return Receipt Electronic	✓
USPS Tracking Plus®	✓
Product Information	✓

See Less ^

Feedback

Tracking Number:

Remove X

9414814901527181453647

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Latest Update

Your item has been delivered and is available at a PO Box at 7:50 am on April 25, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box
MIDLAND, TX 79701
April 25, 2025 7:50 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181453654

Copy Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 11:48 am on April 30, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIDLAND, TX 79701
April 30, 2025 11:48 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181453661

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Latest Update

Your item has been delivered and is available at a PO Box at 11:48 am on April 30, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

MIDLAND, TX 79701
April 30, 2025 11:48 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181453678

Copy Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 11:48 am on April 30, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box
MIDLAND, TX 79701
April 30, 2025 11:48 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Tracking Number:

Remove X

9414814901527181453685

Copy Add to Informed Delivery

Latest Update

Your item has been delivered and is available at a PO Box at 11:48 am on April 30, 2025 in MIDLAND, TX 79701.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box
MIDLAND, TX 79701
April 30, 2025 11:48 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Tracking Number:

Remove X

9414814901527181453692

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 10:15 am on April 23, 2025 in WICHITA FALLS, TX 76308.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

WICHITA FALLS, TX 76308
April 23, 2025 10:15 AM

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates	▼
----------------------	---

Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

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

June 27th, 2023

Re: Communitization Agreement Approval
Mimosa 18 16 State Com #622H
Vertical Extent: Wolfcamp
Township: 20 South, Range 30 East, NMPM
Section 16: S2N2
Section 17: S2N2
Section 18: Lot 2, SE4NW4, S2NE4

Eddy County, New Mexico

Dear Ms. Sheldon,

The Commissioner of Public Lands has this date approved the Mimosa 18 16 State Com #622H Communitization Agreement for the Wolfcamp formation effective 04-1-2023. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Devon Energy Production Company, LP
Mimosa 18 16 State Com #622H**

Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 2, SE4NW4, S2NE4

Section 17: S2N2

Section 18: S2N2

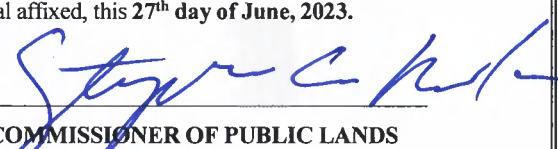
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 27th day of June, 2023.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Devon Energy Production Company, LP
Mimosa 18 16 State Com #622H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 2, SE4NW4, S2NE4

Section 17: S2N2

Section 18: S2N2

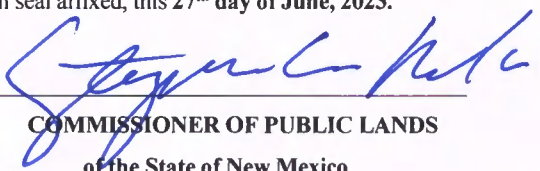
Eddy County, New Mexico

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **27th day of June, 2023**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Devon Energy Production Company, LP
Mimosa 18 16 State Com #622H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 2, SE4NW4, S2NE4

Section 17: S2N2

Section 18: S2N2

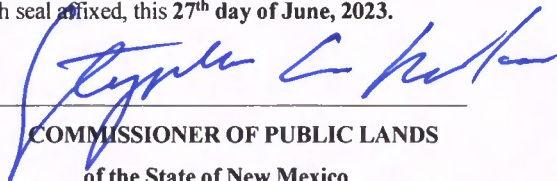
Eddy County, New Mexico

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **27th** day of June, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

2023 APR 28 AM 9:44

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 53373

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 622H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2023 APR 28 AM 9:44

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 undersigned as follows:

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

Subdivisions: S2N2 (aka Lot 2, SENW, S2NE of Section 18; and S2N2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20 Rng: 30 NMPM Eddy County, NM

Containing 479.22 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2023 APR 28 AM 9:44

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2023 APR 28 AM 9:44

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: _____
Devon Energy Production Company, L.P.

2023 APR 28 AM 9:44

OPERATOR: Devon Energy Production Company, L.P.BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

AB

Acknowledgment in an Individual CapacityState of)
SS)
County of)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of OKLAHOMA)
SS)
County of OKLAHOMA)

This instrument was acknowledged before me on

Date: April 12, 2023By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)



Signature of Notarial Officer

My commission expires: 11.25.2025

2023 APR 28 AM 9:45

BY: Ryan D. Owen, Attorney-in-Fact (Name and Title of Authorized Agent)

Ng D.A. (Signature of Authorized Agent)

54
BTR

State of)
County of)
SS)

Date _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

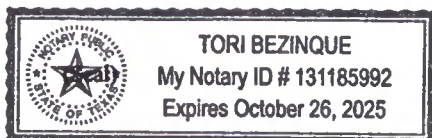
My commission expires: _____

State of Texas)
 SS)
County of Midland)

Date: 4/13/2023

By: Ryan D. Owen

Name(s) of Person(s)



Signature of Notarial Officer

My commission expires: 10-24-25

State/State

6

2023 APR 28 AM 9:45

Lease # and Lessee of Record: V-F Petroleum Inc. (V0-8444-0)BY: Sandra K. Lawlis, Vice President (Name and Title of Authorized Agent)Sandra K. Lawlis (Signature of Authorized Agent)**Acknowledgment in an Individual Capacity**State of)
SS)
County of)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

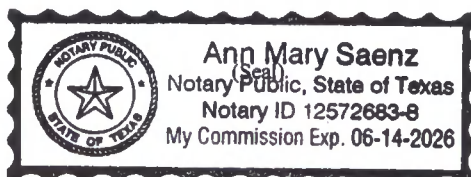
(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of Texas)
SS)
County of midland)This instrument was acknowledged before me on 11th day of April, 2023 Date: 04/11/2023By: Sandra K. Lawlis, Vice President of V-F Petroleum Inc.

Name(s) of Person(s)

Ann Mary Saenz
Signature of Notarial OfficerMy commission expires: 6/14/2026ONLINE
version
December 9, 2021

State/State

7

2023 APR 28 AM 9:45

EXHIBIT AAttached to and made a part of that Communitization Agreement dated April 1, 2023

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, and V-F Petroleum, Inc., (Record Title Holders/Lessees of Record) covering the Subdivisions : S2N2 (aka Lot 2, SENW, S2NE of Section 18; and S2N2 of Sections 17 and 16
 Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM
 Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 2, SENW 79.22 acres	Tract 2 State Lease: V0-8444-0 S2NE 80.0 acres	Tract 3 State Lease: B0-2386-0009 S2N2 160.0 acres		Tract 4 State Lease: K0-3097-0003 S2NW 80.0 acres	Tract 5 State Lease: B0-2386-0009 S2NE 80.0 acres

2023 APR 28 AM 9:46

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 2, SE/4NW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.22**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: V-F Petroleum Inc.Serial No. of Lease: St of NM V0-8444-0Date of Lease: March 1, 2009

Description of Lands Committed:

Subdivisions: S/2NE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009

Description of Lands Committed:

Date of Lease: January 10, 1934Subdivisions: S/2N/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMONLINE
version
August, 2021

State/State

2023 APR 28 AM 9:46

No. of Acres: 80.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: S/2NW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 5**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009 Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: S/2NE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00

2023 APR 28 AM 9:45

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.22</u>	<u>16.53%</u>
No. 2	<u>80.00</u>	<u>16.69%</u>
No. 3	<u>160.00</u>	<u>33.38%</u>
No. 4	<u>80.00</u>	<u>16.69%</u>
No. 5	<u>80.00</u>	<u>16.69%</u>
TOTALS	<u>479.22</u>	<u>100%</u>

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 53373

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 622H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2023 APR 28 AM 9:45

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 undersigned as follows:

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

Subdivisions: S2N2 (aka Lot 2, SENW, S2NE of Section 18; and S2N2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20 Rng: 30 NMPM Eddy County, NM

Containing 479.22 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2023 APR 28 AM 9:45

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2023 APR 28 AM 9:45

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 County of OKLAHOMA)

This instrument was acknowledged before me on

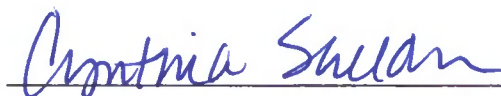
Date: April 12, 2023

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)





Signature of Notarial Officer

My commission expires: 11.25.2025

2023 APR 28 AM 9:45

Lease # and Lessee of Record: Concho Oil & Gas LLC/COG Operating, LLC (V0 5391-0003)BY: Ryan D. Owen, Attorney-in-Fact (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

JH
BTR**Acknowledgment in an Individual Capacity**

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

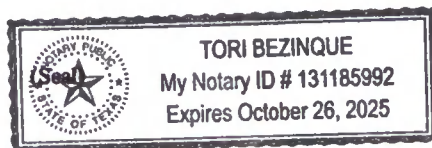
Acknowledgment in an Representative Capacity

State of Texas _____)
SS)
County of Midland _____)

This instrument was acknowledged before me on

Date: 4/13/2023By: Ryan D. Owen

Name(s) of Person(s)




Signature of Notarial Officer

My commission expires: 10-26-25

ONLINE
version
December 9, 2021

State/State

6

Sandrik Lawlis (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on

Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

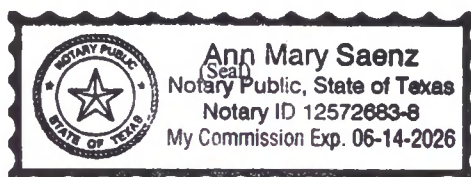
Acknowledgment in an Representative Capacity

State of Texas)
County of midland)
SS)

This instrument was acknowledged before me on 11th day of April, 2023, Date: 04/11/2023

By: Sandra K. Lawlis, Vice President of VF Petroleum Inc.

Name(s) of Person(s)




Signature of Notarial Officer

Signature of Notarial Officer

My commission expires: 6/19/2016

ONLINE
version
December 9, 2021

State/State

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2023

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, and V-F Petroleum, Inc., (Record Title Holders/Lessees of Record) covering the Subdivisions: S2N2 (aka Lot 2, SENW, S2NE of Section 18; and S2N2 of Sections 17 and 16 Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 2, SENW 79.22 acres	Tract 2 State Lease: V0-8444-0 S2NE 80.0 acres	Tract 3 State Lease: B0-2386-0009 S2N2 160.0 acres		Tract 4 State Lease: K0-3097-0003 S2NW 80.0 acres	Tract 5 State Lease: B0-2386-0009 S2NE 80.0 acres

2023 APR 28 AM 9:46

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 2, SE/4NW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.22**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: V-F Petroleum Inc.Serial No. of Lease: St of NM V0-8444-0Date of Lease: March 1, 2009

Description of Lands Committed:

Subdivisions: S/2NE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009

Description of Lands Committed:

Date of Lease: January 10, 1934Subdivisions: S/2N/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMONLINE
version
August, 2021

State/State

9

2023 APR 28 AM 9:46

No. of Acres: 80.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: S/2NW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 5**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009 Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: S/2NE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.22</u>	<u>16.53%</u>
No. 2	<u>80.00</u>	<u>16.69%</u>
No. 3	<u>160.00</u>	<u>33.38%</u>
No. 4	<u>80.00</u>	<u>16.69%</u>
No. 5	<u>80.00</u>	<u>16.69%</u>
TOTALS	<u>479.22</u>	<u>100%</u>

2023 APR 28 AM 9:45

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 County of OKLAHOMA)

This instrument was acknowledged before me on

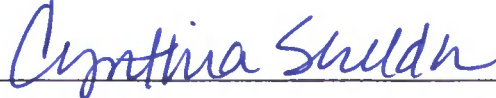
Date April 12, 2023

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)





Signature of Notarial Officer

My commission expires: 11.25.2025

Sean Johnson

From: Sean Johnson
Sent: Tuesday, April 11, 2023 2:54 PM
To: Bennett, Andy
Subject: RE: [EXTERNAL] RE: Mimosa 18-16 Wells - Comm Agreements
Attachments: 2667_001.pdf

6 originals will be headed your way tomorrow.

From: Bennett, Andy <Andy.Bennett@dvn.com>
Sent: Tuesday, April 11, 2023 10:34 AM
To: Sean Johnson <sean@vfpetroleum.com>
Subject: RE: [EXTERNAL] RE: Mimosa 18-16 Wells - Comm Agreements

Sounds good, thanks man!

From: Sean Johnson <sean@vfpetroleum.com>
Sent: Tuesday, April 11, 2023 10:33 AM
To: Bennett, Andy <Andy.Bennett@dvn.com>
Subject: [EXTERNAL] RE: Mimosa 18-16 Wells - Comm Agreements

Andy-

No need to mail originals, let me print these off and ill get the originals needed for each and in the mail to you this week. Ill scan you the copies as well for your records. Thanks.

Sean

From: Bennett, Andy <Andy.Bennett@dvn.com>
Sent: Tuesday, April 11, 2023 9:38 AM
To: Sean Johnson <sean@vfpetroleum.com>
Subject: Mimosa 18-16 Wells - Comm Agreements

Sean,

Attached are the two (2) CA's for these Mimosa wells. With V-F Petroleum being a WI and RT Owner in the lease covering the NE4 of Section 18, would you please print and sign/notarize three (3) originals, and mail all 3 originals back to me?

If you'd rather us send copies through regular mail, I can do that too, but figured email PDF's might be quickest and easiest.

Thanks!

Andy D. Bennett, CPL
Advising Landman

Devon Energy Corporation
333 W. Sheridan Avenue
Oklahoma City, OK 73102



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

Memorandum

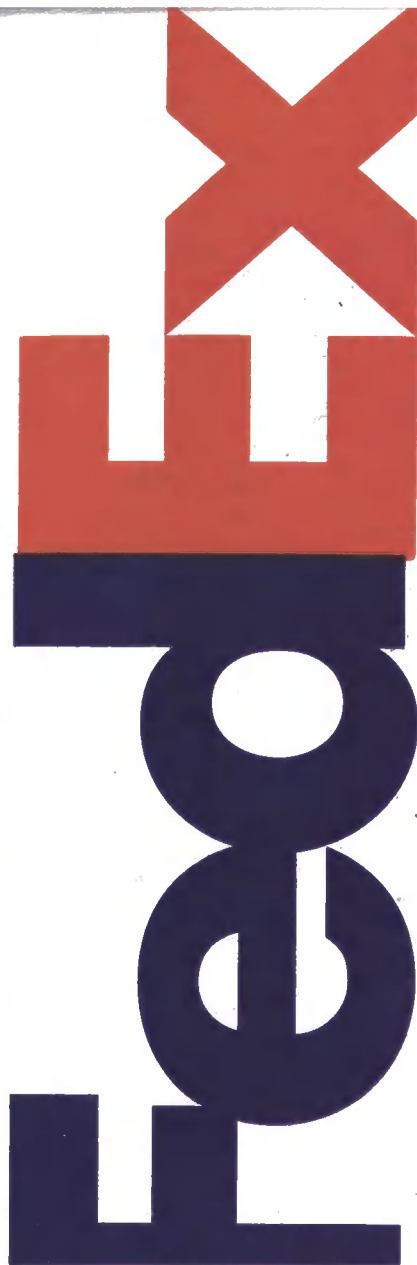
To: ~~David Korell; Andy Bennett~~ *DK*
From: Chelsey Cortez
Date: April 11, 2023
Subject: Communitization Agreements
Mimosa 18-16 State Com 621H
Mimosa 18-16 State Com 622H
N2N2 of Sections 18, 17 & 16-T20S-30E
S2N2 of Sections 18, 17 & 16-T20S-30E
Eddy County, New Mexico

Please find attached two (2) Communitization Agreement dated April 1, 2023 submitted by Devon Energy Production Company, L.P.

Please execute the Communitization Agreements in multiples on behalf of DEPCO, L.P. and return for further handling.

Thank you,

Chelsey Cortez



4/17/23, 10:08 AM

SendSuite Tracking Online

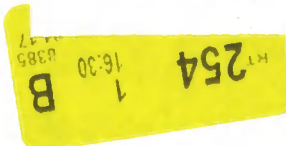
Apr 17, 2023

pitney bowes 

To
Chris Vincent
 OKDEC, *, 04.413H



397011578385

<https://sendsuitemtracking.pitneybowes.com/#/workflow/print...> 1/1


TORI BEZINQUE
 CONOCO PHILLIPS
 600 W ILLINOIS AVE
 MIDLAND, TX 79701
 UNITED STATES US

ACTWGT: 0.29 LB
 CAD: 114233254/WSX13800
 BILL SENDER

TO **ANDY BENNETT**
DEVON ENERGY CORPORATION
333 W SHERIDAN AVE

OKLAHOMA CITY OK 73102

(405) 552-8002

REF: MINORA CAS

TOD

DEPT:

**FedEx**
Express

TAK# 3970 1157 8385
 0201

MON - 17 APR 4:30
 STANDARD OVERNIGHT

XA OKCA

73102
 OK-US OK





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

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

June 27th, 2023

Re: Communitization Agreement Approval
Mimosa 18 16 State Com #621H
Vertical Extent: Wolfcamp
Township: 20 South, Range 30 East, NMPM
Section 16: N2N2
Section 17: N2N2
Section 18: Lot 1, NE4NW4, N2NE4

Eddy County, New Mexico

Dear Ms. Sheldon,

The Commissioner of Public Lands has this date approved the Mimosa 18 16 State Com #621H Communitization Agreement for the Wolfcamp formation effective 04-1-2023. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #621H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 1, NE4NW4, N2NE4

Section 17: N2N2

Section 18: N2N2

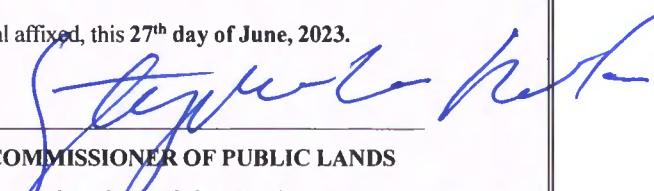
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 27th day of June, 2023.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #621H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 1, NE4NW4, N2NE4

Section 17: N2N2

Section 18: N2N2

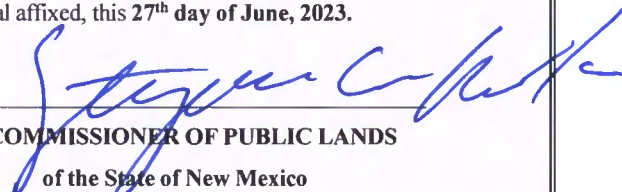
Eddy County, New Mexico

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **27th day of June, 2023**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #621H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 16: Lot 1, NE4NW4, N2NE4

Section 17: N2N2

Section 18: N2N2

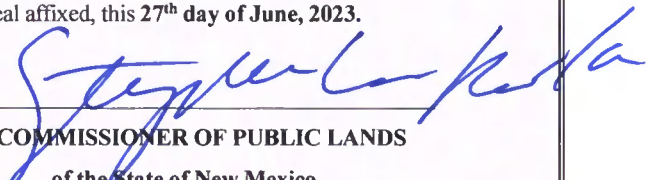
Eddy County, New Mexico

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **27th day of June, 2023**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 53372

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 621H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 1, 20 23 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2023 APR 28 AM 9:44

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 undersigned as follows:

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

Subdivisions: N2N2 (aka Lot 1, NENW, N2NE of Section 18; and N2N2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20 Rng: 30 NMPM Eddy County, NM

Containing 479.20 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2023 APR 28 AM 9:44

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2023 APR 26 AM 9:56

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

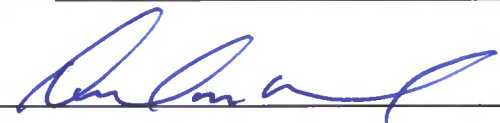
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: _____
Devon Energy Production Company, L.P.

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

43

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 County of OKLAHOMA)

This instrument was acknowledged before me on

Date : April 12, 2023

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)




 Signature of Notarial Officer

My commission expires: 11.25.2025

2023 APR 26 AM 9:46

By D.A. (Signature of Authorized Agent)

BTR
JH

State of)
County of)
SS)

Date _____

Name(s) of Person(s)

(Seal)

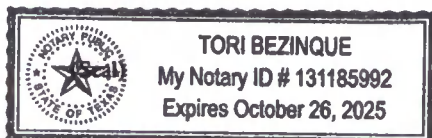
Signature of Notarial Officer

My commission expires: _____

State of Texas)
County of Midland SS)

Date: 4/13/2023

Name(s) of Person(s)



Signature of Notarial Officer

My commission expires: 10.26.28

Sandra K. Lawler (Signature of Authorized Agent)

2023 APR 28 AM 9:44

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on

Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires:

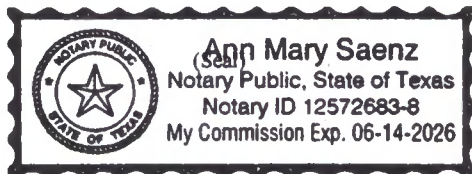
Acknowledgment in an Representative Capacity

State of Texas)
County of midland)
SS)

This instrument was acknowledged before me on 11th day of April, 2023 Date: 04/11/2023

By: Sandra K. Lewis, Vice President of VF Petroleum Inc.

Name(s) of Person(s)





Signature of Notarial Officer

My commission expires:

ONLINE
version
December 9, 2021

State/State

•

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2023

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, and V-F Petroleum, Inc., (Record Title Holders/Lessees of Record) covering the Subdivisions : N2N2 (aka Lot 1, NENW, N2NE of Section 18; and N2N2 of Sections 17 and 16 Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 1, NENW 79.20 acres	Tract 2 State Lease: V0-8444-0 N2NE 80.0 acres	Tract 3 State Lease: VB-2416-0003 N2NW 80.0 acres	Tract 4 State Lease: VC-1045 N2NE 80.0 acres	Tract 5 State Lease: K0-3097-0003 N2NW 80.0 acres	Tract 6 State Lease: B0-2386-0009 N2NE 80.0 acres

2023 APR 28 AM 9:44

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 1, NE/4NW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.20**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: V-F Petroleum Inc.Serial No. of Lease: St of NM V0-8444-0Date of Lease: March 1, 2009

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM VB 2416-0003Date of Lease: September 1, 2014

Description of Lands Committed:

Subdivisions: N/2NW/4

Sect(s): 17 Twnshp: 20S, Rng: 30E NMPM Eddy County NM
No. of Acres: 80.00

2023 APR 28 AM 9:46

TRACT NO. 4

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: Devon Energy Production Company, L.P.

Serial No. of Lease: St of NM VC-1045 Date of Lease: November 1, 2022

Description of Lands Committed:

Subdivisions: N/2NE/4

Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 80.00

TRACT NO. 5

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

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

Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: N/2NW/4

Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 80.00

TRACT NO. 6

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

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

Serial No. of Lease: St of NM B0-2386-0009 Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.20</u>	<u>16.52%</u>
No. 2	<u>80.00</u>	<u>16.69%</u>
No. 3	<u>80.00</u>	<u>16.69%</u>
No. 4	<u>80.00</u>	<u>16.69%</u>
No. 5	<u>80.00</u>	<u>16.69%</u>
No. 6	<u>80.00</u>	<u>16.69%</u>
TOTALS	<u>479.20</u>	<u>100%</u>

2023 APR 28 AM 9:46

2023 APR 28 AM 9:48

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 53372

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 621H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 1, 20 23 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCDD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2023 APR 28 AM 9:48

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 undersigned as follows:

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

Subdivisions: N2N2 (aka Lot 1, NENW, N2NE of Section 18; and N2N2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20 Rng: 30 NMPM Eddy County, NM

Containing 479.20 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2023 APR 28 AM 9:43

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

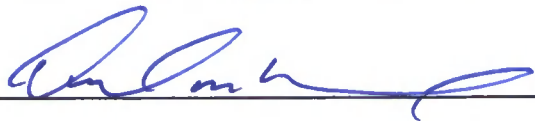
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

2023 APR 28 AM 9:44

OPERATOR: Devon Energy Production Company, L.P.BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
AB

Acknowledgment in an Individual Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
) SS)
 County of OKLAHOMA)

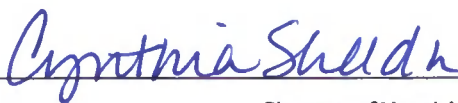
This instrument was acknowledged before me on

Date: April 12, 2023By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)




 Signature of Notarial Officer

My commission expires: 11.25.2025

2023 APR 28 AM 9:44

Lease # and Lessee of Record: Concho Oil & Gas LLC/COG Operating, LLC (V0 5391-0003)BY: Ryan D. Owen, Attorney-in-Fact (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

BTR
JH

Acknowledgment in an Individual Capacity

State of)
)
County of)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

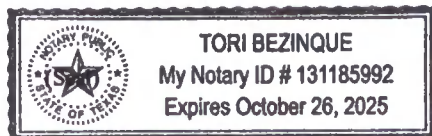
Acknowledgment in an Representative Capacity

State of Texas)
)
County of Midland)

This instrument was acknowledged before me on

Date: 4/13/2023By: Ryan D. Owen

Name(s) of Person(s)





Signature of Notarial Officer

My commission expires: 10-26-25

ONLINE
version
December 9, 2021

State/State

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2023 APR 28 AM 9:44

Lease # and Lessee of Record: V-F Petroleum Inc. (V0-8444-0)BY: Sandra K. Lawlis, Vice President (Name and Title of Authorized Agent)Sandra K. Lawlis (Signature of Authorized Agent)**Acknowledgment in an Individual Capacity**State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

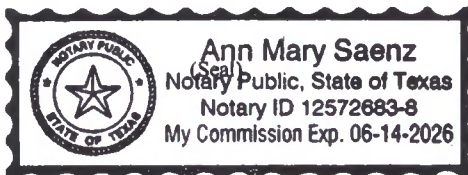
(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative CapacityState of Texas)
County of Midland)
SS)This instrument was acknowledged before me on 11th day of April, 2023 Date: 04/11/2023By: Sandra K. Lawlis, Vice President of V-F Petroleum Inc.

Name(s) of Person(s)

Ann Mary Saenz
Signature of Notarial OfficerMy commission expires: 6/14/2026ONLINE
version
December 9, 2021

State/State

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2023

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, and V-F Petroleum, Inc., (Record Title Holders/Lessees of Record) covering the Subdivisions : N2N2 (aka Lot 1, NENW, N2NE of Section 18; and N2N2 of Sections 17 and 16 Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 1, NENW 79.20 acres	Tract 2 State Lease: V0-8444-0 N2NE 80.0 acres	Tract 3 State Lease: VB-2416-0003 N2NW 80.0 acres	Tract 4 State Lease: VC-1045 N2NE 80.0 acres	Tract 5 State Lease: K0-3097-0003 N2NW 80.0 acres	Tract 6 State Lease: B0-2386-0009 N2NE 80.0 acres

ONLINE
version
August, 2021

State/State

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2023 APR 28 AM 9:44

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 1, NE/4NW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.20**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: V-F Petroleum Inc.Serial No. of Lease: St of NM V0-8444-0Date of Lease: March 1, 2009

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM VB 2416-0003Date of Lease: September 1, 2014

Description of Lands Committed:

Subdivisions: N/2NW/4

2023 APR 28 AM 9:44

Sect(s): 17 Twnshp: 20S , Rng: 30E NMPM Eddy County NMNo. of Acres: 80.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM VC-1045Date of Lease: November 1, 2022

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 5**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: N/2NW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 6**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00

2023 APR 28 AM 9:44

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.20</u>	<u>16.52%</u>
No. 2	<u>80.00</u>	<u>16.69%</u>
No. 3	<u>80.00</u>	<u>16.69%</u>
No. 4	<u>80.00</u>	<u>16.69%</u>
No. 5	<u>80.00</u>	<u>16.69%</u>
No. 6	<u>80.00</u>	<u>16.69%</u>
TOTALS	<u>479.20</u>	<u>100%</u>



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

Cindy Sheldon
(405) 552-3653

Sent via FedEx: 7719 5332 1110

April 27, 2023

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

RE: Communitization Agreements
Sections 16,17,18-20S-30E
Eddy County, NM

To Whom It May Concern:

Please find enclosed (2) original Communitization Agreements in triplicates that need to be filed/recorded with the State Land Office with a check for \$600.00.

After filing, please return the documents to the undersigned. If you have any questions regarding this matter, please give me a call at (405) 552-3656.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

A handwritten signature in blue ink that reads "Cindy Sheldon". The signature is fluid and cursive, with the first and last names clearly legible.

Cindy Sheldon
Land Analysis Associate

Enclosure

80062359



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

STATE OF NEW MEXICO
NEW MEXICO STATE LAND OFFICE
COMMISSIONER OF PUBLIC LANDS
OIL AND GAS DIVISION
PO BOX 1148
SANTA FE, NM 87504

Payment made on behalf of STATE OF NEW MEXICO & NEW MEXICO STATE LAND OFFICE

DATE 04/27/2023

405-228-4800

80062359

No. 0002501250

YOUR REFERENCE		INV. DATE	NET AMOUNT
2023-04-25T10:59	SEC 18,17,16-20S-30E	04/25/2023	600.00
TOTAL			600.00

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

Bank of America National
Association

64-1278 04/27/2023
611

Vendor No: 80062359

No. 0002501250

****SIX HUNDRED AND ZERO CENTS

PAY
TO THE
ORDER OF

STATE OF NEW MEXICO
NEW MEXICO STATE LAND OFFICE
COMMISSIONER OF PUBLIC LANDS
OIL AND GAS DIVISION
PO BOX 1148
SANTA FE, NM 87504

PAY THIS AMOUNT

*****\$600.00

VOID AFTER 90 DAYS

ONLY NEGOTIABLE AT FINANCIAL INSTITUTIONS

Authorized Signature

Void Over \$600.00

ORIGIN ID: OKCA (405) 552-7998
CINDY SHELDON
DEVON ENERGY
333 WEST SHERIDAN AVENUE

OKLAHOMA CITY, OK 73102
UNITED STATES US

SHIP DATE: 25APR23
ACTWGT: 0.50 LB
CAD: 103493122/NET4610

BILL SENDER

TO **NEW MEXICO STATE LAND OFFICE**
NEW MEXICO STATE LAND OFFICE
310 OLD SANTA FE TRL

SANTA FE NM 87501

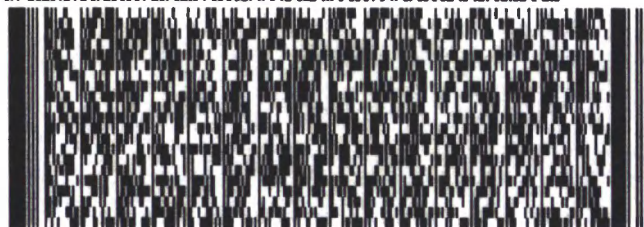
(405) 552-3853

REF: 9001001098

INV:
PO:

DEPT:

583.03/78CFE20



WED - 26 APR 10:30A
PRIORITY OVERNIGHT

TRK# 7719 5332 1110
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NM-US ABQ



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
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COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

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

September 23rd, 2024

Re: Communitization Agreement Approval
Mimosa 18 16 State Com #623H
Vertical Extent: Wolfcamp
Township: 20 South, Range 30 East, NMPM
Section 16: N2S2
Section 17: N2S2
Section 18: Lot 3, NE4SW4, N2SE4

Eddy County, New Mexico

Chelsey Cortez,

The Commissioner of Public Lands has this date approved the Mimosa 18 16 State Com #623H Communitization Agreement for the Wolfcamp formation effective 07-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #623H
Wolfcamp
Township: 20 South, Range: 30 East, NMPM
Section 18: Lot 3, NE4SW4, N2SE4
Section 17: N2S2
Section 16: N2S2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **Jun 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd** day of **September, 2024**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #623H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 18: Lot 3, NE4SW4, N2SE4

Section 17: N2S2

Section 16: N2S2

Eddy County, New Mexico

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- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd** day of September, 2024.

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #623H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 18: Lot 3, NE4SW4, N2SE4

Section 17: N2S2

Section 16: N2S2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **Jun 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd** day of **September, 2024**.



COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54805

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 623H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 2024, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

State/State

December 9, 2021

1

2024 JUL -5 AM 9:25

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 undersigned as follows:

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

Subdivisions: N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 479.22 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

State/State
Section 3, 102

State/State

2

2024 JUL -5 AM 9:25

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

State/State

December 9, 2021

3

2024 JUL -5 AM 9:25

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

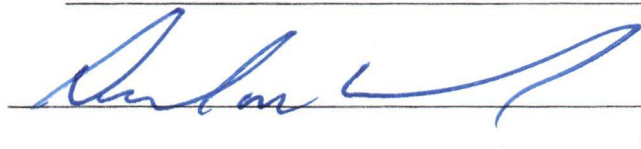
State/State

December 9, 2021

2024 JUL -5 AM 9:25

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date : 6.11.2024

By: DAVID M. KORELL
Name(s) of Person(s)

(Seal)




Signature of Notarial Officer

My commission expires: 11.25.2025

State/State

October 9, 2021

2024 JUL -5 AM 9:25

5

Lease # and Lessee of Record: Concho Oil & Gas LLC/COG Operating LLC (V0-5391-0003)

BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature]

(Signature of Authorized Agent)

BTR KA

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)
County of Midland _____)

This instrument was acknowledged before me on _____

Date: 6/13/24

By: Jon-Aaron N. House

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 12/5/27

ONLINE
version
December 9, 2021

State/State

2024 JUN -5 AM 9:25

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 3, NESW 79.22 acres	Tract 2 State Lease: B0-2386-0009 N2SE 80.00 acres	Tract 2 State Lease: B0-2386-0009 N2S2 160.00 acres		Tract 4 State Lease: K0-3097-0003 NWSW 40.00 acres	Tract 2 State Lease: B0-2386-0009 NESW, N2SE 120.00 acres

State/State

August, 2021

2024 JUL -5 AM 9:25
8

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 3, NESW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.22**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00Subdivisions: N/2S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00C:\P\OCD
4/24/2025
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State/State

2024 JUN -5 AM 9:25
8

Subdivisions: NE/4SW/4, N/2SE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 120.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: NW/4SW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 40.00

State/State

August, 2021

2024 JUL 25 5:09 PM 9:25

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.22</u>	<u>16.5%</u>
No. 2	<u>360.00</u>	<u>75.1%</u>
No. 3	<u>40.00</u>	<u>8.4%</u>
TOTAL	<u>479.22</u>	<u>100%</u>

State/State

August, 2021

10

2024 JUL -5 AM 9:25

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54805

STATE OF NEW MEXICO) Well Name: Mimosa 18-16 State Com 623H
SS)

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 2024, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

State/State

December 9, 2021

1

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 undersigned as follows:

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

Subdivisions: N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 479.22 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

State/State

December 3, 2021

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2

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

State/State

December 9, 2021

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3

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

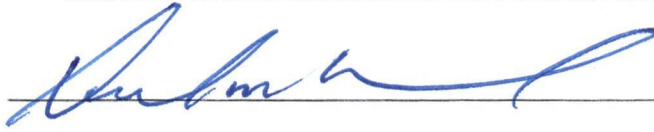
OPERATOR: Devon Energy Production Company, L.P.

State/State

December 9, 2021

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)



(Signature of Authorized Agent)

AB

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
County of OKLAHOMA)

This instrument was acknowledged before me on

Date : 6-11-2024

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)





Signature of Notarial Officer

My commission expires: 11-25-2025

State/State

December 9, 2021

2024 JUL -5 AM 9:26

Lease # and Lessee of Record: Concho Oil & Gas LLC/COG Operating LLC (V0-5391-0003)

BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature]

(Signature of Authorized Agent)

BTR *[initials]*

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

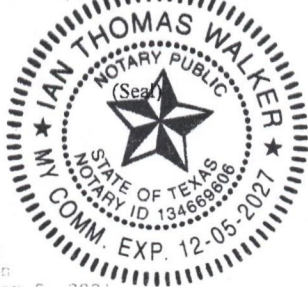
State of Texas)
 County of Midland)

This instrument was acknowledged before me on

Date: 6/13/24

By: Jon-Aaron N. House

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 12/5/27

ONLINE
 Version
 December 9, 2021

State/State

6

2024 JUL -5 AM 9:25

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 3, NESW 79.22 acres	Tract 2 State Lease: B0-2386-0009 N2SE 80.00 acres	Tract 2 State Lease: B0-2386-0009 N2S2 160.00 acres		Tract 4 State Lease: K0-3097-0003 NWSW 40.00 acres	Tract 2 State Lease: B0-2386-0009 NESW, N2SE 120.00 acres

State/State

August, 2021

2024 JUL -5 AM 9:26
8

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 3, NESW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.22**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00Subdivisions: N/2S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.004/24/2025
4:11 PM
August, 2025

State/State

Subdivisions: NE/4SW/4. N/2SE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 120.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: NW/4SW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 40.00

State/State

August, 2021

2024 JUL -5 AM 9:26
6

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.22</u>	<u>16.5%</u>
No. 2	<u>360.00</u>	<u>75.1%</u>
No. 3	<u>40.00</u>	<u>8.4%</u>
TOTAL	<u>479.22</u>	<u>100%</u>

State/State

August, 2021

10

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0¹⁵ - 54805

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1 [day] of June [month], 2024, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version

State/State

1

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: N2S2 (aka Lot 3, NE2SW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM EDDY County, NM

Containing 479.22 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

ONLINE
version

State/State

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By David M. Korell

Print name of person

Land Manager

Type of authority

Signature

Concho Oil & Gas LLC/COG Operating LLC

Attach additional page(s) if needed.

[Signature]

BIR ~~K~~

Name(s) of Person(s) _____

72 W. L.

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : N2S2 (aka Lot 3, NESW, N2SE of Section 18; and N2S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 3, NESW 79.22 acres	Tract 2 State Lease: B0-2386-0009 N2SE 80.00 acres	Tract 2 State Lease: B0-2386-0009 N2S2 160.00 acres		Tract 4 State Lease: K0-3097-0003 NWSW 40.00 acres	Tract 2 State Lease: B0-2386-0009 NESW, N2SE 120.00 acres

State/State

August, 2021

8

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 3, NESW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.22**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00Subdivisions: N/2S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00

Subdivisions: NE/4SW/4, N/2SE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 120.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: NW/4SW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 40.00

State/State

August, 2021

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RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.22</u>	<u>16.5%</u>
No. 2	<u>360.00</u>	<u>75.1%</u>
No. 3	<u>40.00</u>	<u>8.4%</u>
TOTAL	<u>479.22</u>	<u>100%</u>

State/State

August, 2021

13



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

September 23rd, 2024

Re: Communitization Agreement Approval
Mimosa 18 16 State Com #332H
Devon Energy Production Company, LP

To Whom It May Concern,

The Commissioner of Public Lands has this date approved the Communitization Agreement as described in the submitted packet. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

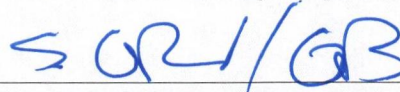
Devon Energy Production Company, LP**Mimosa 18 16 State Com #332H****Bone Spring****Township: 20 South, Range: 30 East, NMPM****Section 18: Lots 3 and 4, E2SW4, SE4****Section 17: S2****Section 16: S2****Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd day of September, 2024**.

**COMMISSIONER OF PUBLIC LANDS****of the State of New Mexico**

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

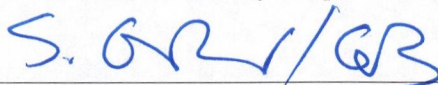
Devon Energy Production Company, LP**Mimosa 18 16 State Com #332H****Bone Spring****Township: 20 South, Range: 30 East, NMPM****Section 18: Lots 3 and 4, E2SW4, SE4****Section 17: S2****Section 16: S2****Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd day of September, 2024**.

**COMMISSIONER OF PUBLIC LANDS****of the State of New Mexico**

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP**Mimosa 18 16 State Com #332H****Bone Spring****Township: 20 South, Range: 30 East, NMPM****Section 18: Lots 3 and 4, E2SW4, SE4****Section 17: S2****Section 16: S2****Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd day of September, 2024**.

**COMMISSIONER OF PUBLIC LANDS****of the State of New Mexico**

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54891

STATE OF NEW MEXICO) Well Name: Mimosa 18-16 State Com 332H
SS)

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 20__, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the BONE SPRING formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

2024 JUL -5 AM 9:23

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 undersigned as follows:

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

Subdivisions: S2 (aka Lots 3, 4, E2SW, SE of Section 18; and S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp:20S Rng:30E NMPM Eddy County, NM

Containing 958.46 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

WITNESSED
this 24th day of April, 2025

State/State

2

2025 JUL -5 AM 9:23
C2-6 AM 5-10-2025

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P..
5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.
6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.
7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.
8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.
9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

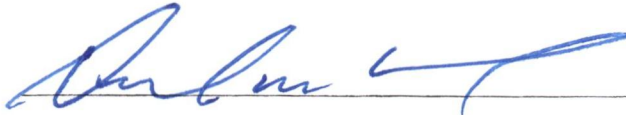
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
AR

Acknowledgment in an Individual Capacity

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
SS)
County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date : 6.11.2024

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)





Signature of Notarial Officer

My commission expires: 11.25.2025

2025 2 2 2

BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)

J. L. M.

(Signature of Authorized Agent)

BZR 木

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

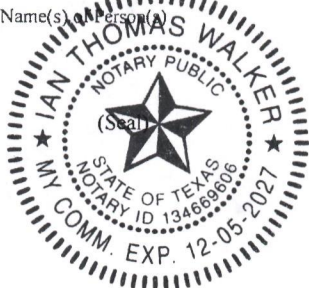
Acknowledgment in an Representative Capacity

State of Texas)
County of Midland SS)

Date: 6/13/24

By: Jon-Aaron N. House

Name(s) of Person(s)



77 Valeriu

Signature of Notarial Officer

My commission expires: 12/5/27

State/State

December 9, 2021

6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : S2 (aka Lots 3, 4, E2SW, SE of Section 18; and S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E	Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 3, 4, E2SW 158.46 acres	Tract 2 State Lease: B0-2386-0009 SE 160.00 acres	Tract 2 State Lease: B0-2386-0009 S2 320.00 acres	Tract 4 State Lease: K0-3097-0003 NWSW 40.00 acres	Tract 2 State Lease: B0-2386-0009 SWSW, E2SW, SE 280.0 acres

ONLINE
version
August, 2021

State/State

2024 JUL -5 AM 9:23
8

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lots 3, 4, E/2SW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 158.46**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00Subdivisions: S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 320.00

Subdivisions: SW/4SW/4, E/2SW/4, SE/4

Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 280.00

TRACT NO. 3

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

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

Serial No. of Lease: K0-3097-0003

Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: NW/4SW/4

Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 40.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>158.46</u>	<u>16.5%</u>
No. 2	<u>760.00</u>	<u>79.3%</u>
No. 3	<u>40.00</u>	<u>4.2%</u>
TOTAL	<u>958.46</u>	<u>100%</u>

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54891

STATE OF NEW MEXICO)
SS)

Well Name: Mimosa 18-16 State Com 332H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 20 , by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the BONE SPRING formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2024 JUL -5 AM 9:23

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 undersigned as follows:

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

Subdivisions: S2 (aka Lots 3, 4, E2SW, SE of Section 18; and S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 958.46 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONE ONE
version
December 9, 2021

State/State

2

2024 JUL -5 AM 9:23

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P..

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

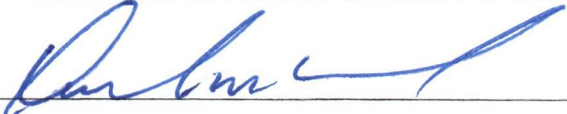
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: _____
Devon Energy Production Company, L.P.

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OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
AB

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
County of OKLAHOMA)
SS)

This instrument was acknowledged before me on _____

Date : 6.11.2024

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)





Signature of Notarial Officer

My commission expires: 11.25.2025

State - State

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BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
BTR KD

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

Date _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Midland SS)

Date: 6/13/24

By: Jon-Aaron N. House

Name(s) of Person(s)



Signature of Notarial Officer

Signature of Notarial Officer

My commission expires: 12/5/27

State/State

December 9, 2021

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lesseees of Record) covering the Subdivisions : S2 (aka Lots 3, 4, E2SW, SE of Section 18; and S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E	Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 3, 4, E2SW 158.46 acres	Tract 2 State Lease: B0-2386-0009 SE 160.00 acres	Tract 2 State Lease: B0-2386-0009 S2 320.00 acres	Tract 4 State Lease: K0-3097-0003 NWSW 40.00 acres	Tract 2 State Lease: B0-2386-0009 SWSW, E2SW, SE 280.0 acres

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DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lots 3, 4, E/2SW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 158.46**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00Subdivisions: S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 320.00ONLINE
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Subdivisions: SW/4SW/4, E/2SW/4, SE/4Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 280.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: NW/4SW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 40.00

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RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>158.46</u>	<u>16.5%</u>
No. 2	<u>760.00</u>	<u>79.3%</u>
No. 3	<u>40.00</u>	<u>4.2%</u>
TOTAL	<u>958.46</u>	<u>100%</u>

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COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

September 23rd, 2024

Re: Communitization Agreement Approval
Mimosa 18 16 State Com #624H
Devon Energy Production Company, LP

To Whom It May Concern,

The Commissioner of Public Lands has this date approved the Communitization Agreement as described in the submitted packet. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #624H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 18: Lot 4, SE4SW4, S2SE4

Section 17: S2S2

Section 16: S2S2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd day of September, 2024**.



COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP**Mimosa 18 16 State Com #624H****Wolfcamp****Township: 20 South, Range: 30 East, NMPM****Section 18: Lot 4, SE4SW4, S2SE4****Section 17: S2S2****Section 16: S2S2****Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd** day of **September, 2024**.

**COMMISSIONER OF PUBLIC LANDS****of the State of New Mexico**

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Mimosa 18 16 State Com #624H
Wolfcamp

Township: 20 South, Range: 30 East, NMPM

Section 18: Lot 4, SE4SW4, S2SE4

Section 17: S2S2

Section 16: S2S2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **23rd** day of **September, 2024**.



COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54944

STATE OF NEW MEXICO) Well Name: Mimosa 18-16 State Com 624H
SS)

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 20 , by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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State/State

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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 undersigned as follows:

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

Subdivisions: S2S2 (aka Lot 4, SESW, S2SE of Section 18; and S2S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 958.46 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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December 1, 2024

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4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

State/State

December 8, 2021

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BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

Acknowledgment in an Individual Capacity

Date _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

Date : 6.11.2024

By: DAVID M. KORELL

Name(s) of Person(s)

(Seal)



Cynthia Sheldon
Signature of Notarial Officer

Signature of Notarial Officer

My commission expires: 11.25.2025

BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

BTR KR

State of Texas)
County of Midland SS)

Date _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

State of Texas)
County of Midland SS)

Date: 6/13/24

Name(s) of Person(s)



72 Walker

Signature of Notarial Officer

My commission expires: 12/5/27

State/State

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : S2S2 (aka Lot 4, SESW, S2SE of Section 18; and S2S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 4, SESW 79.24 acres	Tract 2 State Lease: B0-2386-0009 S2SE 80.00 acres	Tract 2 State Lease: B0-2386-0009 S2S2 160.00 acres		Tract 2 State Lease: B0-2386-0009 S2S2 160.00 acres	

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DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 4, SESW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.24**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: S/2SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00Subdivisions: S/2S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00ONLINE
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Subdivisions: S/2S/2

Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 160.00

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RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.24</u>	<u>16.5%</u>
No. 2	<u>400.00</u>	<u>83.5%</u>
TOTAL	<u>479.24</u>	<u>100%</u>

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version
August, 2021

State/State

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10

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 54944

STATE OF NEW MEXICO) Well Name: Mimosa 18-16 State Com 624H
SS)

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 20 , by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

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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 undersigned as follows:

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

Subdivisions: S2S2 (aka Lot 4, SESW, S2SE of Section 18; and S2S2 of Sections 17 and 16

Of Sect(s): 18, 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 958.46 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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December 9, 2021

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4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

State/State

December 9, 2021

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

State/State

December 9, 2021

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2024 JUL -5 AM 9:23

Lease # and Lessee of Record: Concho Oil & Gas LLC/COG Operating LLC (V0-5391-0003)

BY: Jon-Aaron N. House, Attorney-in-Fact (Name and Title of Authorized Agent)



(Signature of Authorized Agent)

BTR KPA

Acknowledgment in an Individual Capacity

State of Texas)
SS)
County of Midland)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

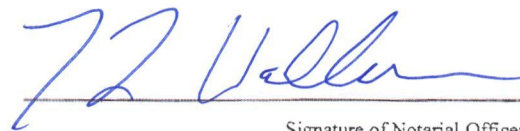
Acknowledgment in an Representative Capacity

State of Texas)
SS)
County of Midland)

This instrument was acknowledged before me on

Date: 6/13/24

By: Jon-Aaron N. House



Signature of Notarial Officer

My commission expires: 12/5/27

State/State

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2024

by and between Devon Energy Production Company, L.P. (Operator) Concho Oil & Gas LLC/COG Operating, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions: S2S2 (aka Lot 4, SESW, S2SE of Section 18; and S2S2 of Sections 17 and 16

Sect(s): 18, 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

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

Section 18, T20S-R30E		Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: V0-5391-0003 Lot 4, SESW 79.24 acres		Tract 2 State Lease: B0-2386-0009 S2SE 80.00 acres		Tract 2 State Lease: B0-2386-0009 S2S2 160.00 acres	

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August, 2021

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2024 JUL -5 8
AM 9:24

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Concho Oil & Gas LLC/COG Operating LLCSerial No. of Lease: St of NM V0 5391-0003Date of Lease: November 1, 1998

Description of Lands Committed:

Subdivisions: Lot 4, SESW/4Sect(s): 18 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 79.24**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: S/2SE/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00Subdivisions: S/2S/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00ONLINE
version
August, 2021

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Subdivisions: S/2S/2

Sect(s): 18 Twnshp: 20S Rng: 30E NMPM Eddy County, NM

No. of Acres: 160.00

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August, 2021

State/State

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9

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>79.24</u>	<u>16.5%</u>
No. 2	<u>400.00</u>	<u>83.5%</u>
TOTAL	<u>479.24</u>	<u>100%</u>

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August, 2021

State/State

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US POSTAGE



New Mexico State Land Office
Oil, Gas & Minerals Division
310 Old Santa Fe Trail
P.O. Box 1148
Santa Fe, NM 87504-0728

Devon Energy Company, L.P.
Attn: Chelsea Cortez
333 W. Sheridan Ave.
Oklahoma City, OK 73102

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 56186

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of February [month], 2025, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version

State/State

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: N2N2

Of Sect(s): 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 320.00 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Devon Energy Prod. Co., L.P. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

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State/State

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By David M. Korell

Print name of person

Land Manager

Type of authority

Signature  AB

Attach additional page(s) if needed.

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
AB

Acknowledgment in an Individual Capacity

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA _____)
SS)
County of OKLAHOMA _____)

This instrument was acknowledged before me on _____

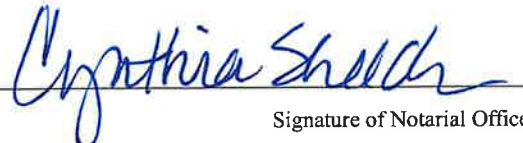
Date : 2-19-2025

By: David M. Korell

Name(s) of Person(s)

(Seal)




Signature of Notarial Officer

My commission expires: 11-25-2025

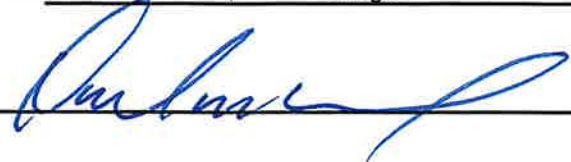
ONLINE
version

State/State

6

Lease # and Lessee of Record: VB-2416-0003, VC-1045, B0-2386-0009, K0-3097-0003 - Devon Energy Prod Co, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date: 2-19-2025

By: David M. Korell

Name(s) of Person(s)

(Seal)




 Signature of Notarial Officer

My commission expires: 11-25-2025

ONLINE
 version

State/State

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated February 1, 2025

by and between Devon Energy Production Company, L.P. (Operator) Devon Energy Production Company, L.P., (Record Title Holders/Lessees of Record) covering the Subdivisions : N2N2 of Sections 17 and 16

Sect(s): 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 1 State Lease: VB-2416-0003 N2NW 80.0 acres	Tract 2 State Lease: VC-1045 N2NE 80.0 acres	Tract 3 State Lease: K0-3097-0003 N2NW 80.0 acres	Tract 4 State Lease: B0-2386-0009 N2NE 80.0 acres

Mimosa 17-16 State Com 221H

ONLINE
version
August, 2021

State/State

7

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM VB 2416-0003Date of Lease: September 1, 2014

Description of Lands Committed:

Subdivisions: N/2NW/4Sect(s): 17 Twnshp: 20S, Rng: 30E NMPM Eddy County NMNo. of Acres: 80.00**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM VC-1045Date of Lease: November 1, 2022

Description of Lands Committed:

Subdivisions: N/2NE/4Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: N/2NW/4
 Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NM
 No. of Acres: 80.00

TRACT NO. 4

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

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

Serial No. of Lease: St of NM B0-2386-0009 Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: N/2NE/4
 Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NM
 No. of Acres: 80.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>80.00</u>	<u>25%</u>
No. 2	<u>80.00</u>	<u>25%</u>
No. 3	<u>80.00</u>	<u>25%</u>
No. 4	<u>80.00</u>	<u>25%</u>
 TOTALS	 <u>320.00</u>	 <u>100%</u>

**New Mexico State Land Office
Oil, Gas, & Minerals Division****STATE/STATE OR
STATE/FEE**
Revised August 2024**COMMUNITIZATION AGREEMENT**

ONLINE Version

API #: 30-0 15 - 56180

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of February [month], 2025, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: S2N2

Of Sect(s): 17 & 16 Twp: 20S Rng: 30E NMPM Eddy County, NM

Containing 320.00 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Devon Energy Prod. Co., L.P. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

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10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Operator Devon Energy Production Company, L.P. Lessees of Record Devon Energy Production Company, L.P.
 By David M. Korell
Print name of person
Land Manager
Type of authority

 Signature AB

Attach additional page(s) if needed.

OPERATOR: Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
AB

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
)
 County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date : 2-19-2025

By: David M. Korell

Name(s) of Person(s)

(Seal)




 Signature of Notarial Officer

My commission expires: 11-25-2025

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Lease # and Lessee of Record: B0-2386-0009, K0-3097-0003 - Devon Energy Production Company, L.P.

BY: David M. Korell, Land Manager (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of OKLAHOMA)
 County of OKLAHOMA)

This instrument was acknowledged before me on _____

Date:

2-19-2025

By: David M. Korell

Name(s) of Person(s)

(Seal)




 Signature of Notarial Officer

My commission expires: 11-25-2025

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated February 1, 2025

by and between Devon Energy Production Company, L.P. (Operator) Devon Energy Production Company, L.P. (Record Title Holders/Lesseees of Record) covering the Subdivisions : S2N2 of Sections 17 and 16

Sect(s): 17 & 16, Twnshp 20S, Rnge: 30E, NMPM Eddy County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

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

Section 17, T20S-R30E		Section 16, T20S-R30E	
Tract 3 State Lease: B0-2386-0009 S2N2 160.0 acres		Tract 4 State Lease: K0-3097-0003 S2NW 80.0 acres	Tract 5 State Lease: B0-2386-0009 S2NE 80.0 acres

Mimosa 17-16 State Com 222H

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August, 2021

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DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009 Description of Lands Committed:Date of Lease: January 10, 1934Subdivisions: S/2N/2Sect(s): 17 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 160.00**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: K0-3097-0003 Date of Lease: February 19, 1963

Description of Lands Committed:

Subdivisions: S/2NW/4Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NMNo. of Acres: 80.00**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Devon Energy Production Company, L.P.Serial No. of Lease: St of NM B0-2386-0009 Date of Lease: January 10, 1934

Description of Lands Committed:

Subdivisions: S/2NE/4

Sect(s): 16 Twnshp: 20S Rng: 30E NMPM Eddy County, NM
No. of Acres: 80.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>160.00</u>	<u>50%</u>
No. 2	<u>80.00</u>	<u>25%</u>
No. 3	<u>80.00</u>	<u>25%</u>
 TOTALS	 <u>320.00</u>	 <u>100%</u>

From: [Thomas, Shandee](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Deal, Rebecca](#)
Subject: [EXTERNAL] Mimosa 18 CTB 1 - Commingle Application - missing C-102 info
Date: Monday, May 5, 2025 11:56:40 AM
Attachments: [WA021943213 MIMOSA 18 16 STATE COM 621H AD R1.pdf](#)
[WA021943212 MIMOSA 18 16 STATE COM 622H AD R1.pdf](#)

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hi Dean,

I recently submitted the application for the Mimosa 18 CTB 1 (OCD ID 455256), and realized two C-102s were omitted from the application (see attached). The commingle application is too large for me to send the updated version via email, if there is a sharefile or anything you would like me to use to send this over let me know.

Please contact me if you need any additional information or have any questions.

Thank you,

Shandee Thomas | Regulatory Compliance Professional – Land
Devon Energy | 333 W. Sheridan Avenue | Oklahoma City, OK 73102
Office 405.552.7853



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From: [Thomas, Shandee](#)
To: [Clelland, Sarah, EMNRD](#)
Subject: RE: [EXTERNAL] RE: Action ID 403486 PLC-1119
Date: Monday, June 8, 2026 2:19:17 PM
Attachments: [Mimosa 18 CTB 1- NMOCD Commingle App R1 .pdf](#)

Hi Sarah,

Due to the size of the document, I have to split this application into two emails. Please see attached the main application and supporting documents for the below listed facility. A second email will be sent with the communization agreements.

OCD ID	Battery
455256	MIMOSA 18 CTB 1

From: Thomas, Shandee
Sent: Monday, June 8, 2026 3:05 PM
To: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Cc: Deal, Rebecca <Rebecca.Deal@dvn.com>
Subject: RE: [EXTERNAL] RE: Action ID 403486 PLC-1119

Hi Sarah,

Please see attached the revised commingle applications for the facilities listed below:

OCD ID	Battery
455256	MIMOSA 18 CTB 1

Thank you,

Shandee Thomas | Regulatory Compliance Professional – Land
Devon Energy | 333 W. Sheridan Avenue | Oklahoma City, OK 73102
Office 405.552.7853



From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Friday, April 17, 2026 2:46 PM
To: Deal, Rebecca <Rebecca.Deal@dvn.com>; Thomas, Shandee <Shandee.Thomas@dvn.com>
Subject: [EXTERNAL] RE: Action ID 403486 PLC-1119

Hi Rebecca,

Can you add 3 more to that spreadsheet?

Action ID 347578, 347579 & 484567

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD

Sent: Thursday, April 16, 2026 2:48 PM

To: Deal, Rebecca <rebecca.deal@dyn.com>; shandee.thomas@dyn.com

Subject: RE: Action ID 403486 PLC-1119

Sorry, forgot the attachment.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD

Sent: Thursday, April 16, 2026 2:47 PM

To: Deal, Rebecca <rebecca.deal@dyn.com>; shandee.thomas@dyn.com

Subject: RE: Action ID 403486 PLC-1119

I have a feeling that for some reason these issues stood out to me on these applications but that maybe there has been an issue with all of the applications. The ones I have issued are on me, please verify that Devon was issued accurate permits with accurate allocation methods. Here is the spreadsheet that I was working on getting through. I would appreciate Devon taking the time to go through the applications I have left to ensure that we don't have the same issues with the applications for future permits.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD

Sent: Thursday, April 16, 2026 2:23 PM

To: Deal, Rebecca <rebecca.deal@dvn.com>; shandee.thomas@dvn.com

Subject: Action ID 403486 PLC-1119

To whom it may concern (c/o Rebecca Deal for Devon Energy Production Company, LP),

The Division is reviewing the following application:

Action ID	403486
Admin No.	PLC-1119
Applicant	Devon Energy Production Company, LP
Title	North Thistle 3 CTB 1
Sub. Date	11/14/2024

Please provide the following additional supplemental documents:

- According to the summary in the application it says each well flows into its own 3-Phase Separator. The PFD shows what seems to be 2 separate well pads and all wells flowing into 1 singular flowline off of each pad. If metering is the allocation method Devon intends to use but all separators are located on the CTB, and all wells are on separate well pads, are there separators for each well on each well pad? Are there several flowlines taking production from each well to its own separator on the CTB or is there a bulk separator on each well pad? Please verify all flow diagrams and summary to ensure all information is accurate. C-107B has metering checked as well as other checked for allocation method. If there are 2 separate allocation methods then both should be depicted accurately on the facility diagrams.

Please provide additional information regarding the following:

-

Additional notes:

- Please respond to this email with an updated application or explanation of how allocation will take place.
- If you have questions please contact me.

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

COMMENT

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at OCD.Enviro@emnrd.nm.gov for instructions regarding the submittal process for applications of this type.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

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C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024							
				☐ Initial Submittal ☐ Amended Report ☒ As Drilled							
WELL LOCATION INFORMATION											
API Number 30-015-53373		Pool Code 97963		Pool Name WC-015 G-07 S23032G; WOLFCAMP							
Property Code 337060		Property Name MIMOSA 18-16 STATE COM			Well Number 622H						
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			Ground Level Elevation 3306.3'						
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal							
Surface Location											
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 1195/N	Ft. from E/W 1066/W	Latitude 32.5773567°	Longitude -104.0164257°	County EDDY		
Bottom Hole Location											
UL H	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1739/N	Ft. from E/W 41/E	Latitude 32.5757873°	Longitude -103.9686829°	County EDDY		
Dedicated Acres 479.2		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C			
Order Numbers. N/A				Well setbacks are under Common Ownership: ☒ Yes ☐ No							
Kick Off Point (KOP)											
UL E	Section 18	Township 20-S	Range 30-E	Lot 2	Ft. from N/S 1783/N	Ft. from E/W 122/W	Latitude 32.5757414°	Longitude -104.0194949°	County EDDY		
First Take Point (FTP)											
UL E	Section 18	Township 20-S	Range 30-E	Lot 2	Ft. from N/S 1762/N	Ft. from E/W 704/W	Latitude 32.5757973°	Longitude -104.0176066°	County EDDY		
Last Take Point (LTP)											
UL H	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 1739/N	Ft. from E/W 114/E	Latitude 32.5757846°	Longitude -103.9689189°	County EDDY		
Unitized Area: ☐ Area of Uniform Interest: ☐				Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:					
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. Signature <i>Shandee Thomas</i> 4/29/25 SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address						SURVEYOR NOTES: 1. BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.				SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 04/14/25 Certificate No. Name Date of Survey	
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 04/24/2025		Revision: R1			

Note: 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.

C-102 Submit Electronically Via OCD Permitting		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024										
				Submittal Type: ☐ Initial Submittal ☐ Amended Report ☒ As Drilled										
WELL LOCATION INFORMATION														
API Number 30-015-53372		Pool Code 97963		Pool Name WC-015 G-07 S23032G; WOLFCAMP										
Property Code 337060		Property Name MIMOSA 18-16 STATE COM			Well Number 621H									
OGRID No. 6137		Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			Ground Level Elevation 3306.5'									
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal				Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal										
Surface Location														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 1165/N	Ft. from E/W 1066/W	Latitude 32.5774391°	Longitude -104.0164253°	County EDDY					
Bottom Hole Location														
UL A	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 417/N	Ft. from E/W 42/E	Latitude 32.5794205°	Longitude -103.9686878°	County EDDY					
Dedicated Acres 479.2		Infill or Defining Well DEFINING		Defining Well API N/A		Overlapping Spacing Unit (Y/N) NO		Consolidation Code C						
Order Numbers. N/A				Well setbacks are under Common Ownership: ☒ Yes ☐ No										
Kick Off Point (KOP)														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 456/N	Ft. from E/W 110/W	Latitude 32.5793884°	Longitude -104.0195190°	County EDDY					
First Take Point (FTP)														
UL D	Section 18	Township 20-S	Range 30-E	Lot 1	Ft. from N/S 411/N	Ft. from E/W 699/W	Latitude 32.5795124°	Longitude -104.0176084°	County EDDY					
Last Take Point (LTP)														
UL A	Section 16	Township 20-S	Range 30-E	Lot N/A	Ft. from N/S 418/N	Ft. from E/W 117/E	Latitude 32.5794158°	Longitude -103.9689300°	County EDDY					
Unitized Area: ☐ Area of Uniform Interest: ☐				Spacing Unit Type: ☒ Horizontal ☐ Vertical		Ground Floor Elevation:								
OPERATOR CERTIFICATIONS: I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division. <i>Shandee Thomas</i> 4/29/25 Signature Date SHANDEE THOMAS Printed Name SHANDEE.THOMAS@DVN.COM E-mail Address					SURVEYOR NOTES: 1. BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020. 2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768 3. ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS. 4. KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.					SURVEYOR CERTIFICATIONS: I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by SB Directional Services and this plat is an accurate representation of said field notes.  Signature and Seal of Professional Surveyor: 20250 John E. Allen 04/14/25 Certificate No. Name Date of Survey				
Page: 1 of 2		Drawn By: JMA		Checked By: JEB		Date Drawn: 04/24/2025		Revision: R1						

Note: 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.

MIMOSA 18-16 STATE COM 621H**SURFACE HOLE LOCATION**

1165' FNL - 1066' FWL
SEC. 18, T20S, R30E
 ELEV: 3306.5'
 LAT: 32.5774391°
 LON: -104.0164253°
 N: 573948.41
 E: 638954.75

KOP
MEASURED DEPTH = 9,355
456' FNL - 110' FWL
SEC. 18, T20S, R30E
 LAT: 32.5793884°
 LON: -104.0195190°
 N: 574654.74
 E: 637999.72

FTP
411' FNL - 699' FWL
SEC. 18, T20S, R30E
 LAT: 32.5795124°
 LON: -104.0176084°
 N: 574701.58
 E: 638588.08

LTP
418' FNL - 117' FEL
SEC. 16, T20S, R30E
 LAT: 32.5794158°
 LON: -103.9689300°
 N: 574714.38
 E: 653582.36

BHL
MEASURED DEPTH = 25,333
417' FNL - 42' FEL
SEC. 16, T20S, R30E
 LAT: 32.5794205°
 LON: -103.9686878°
 N: 574716.32
 E: 653656.97

LEGEND

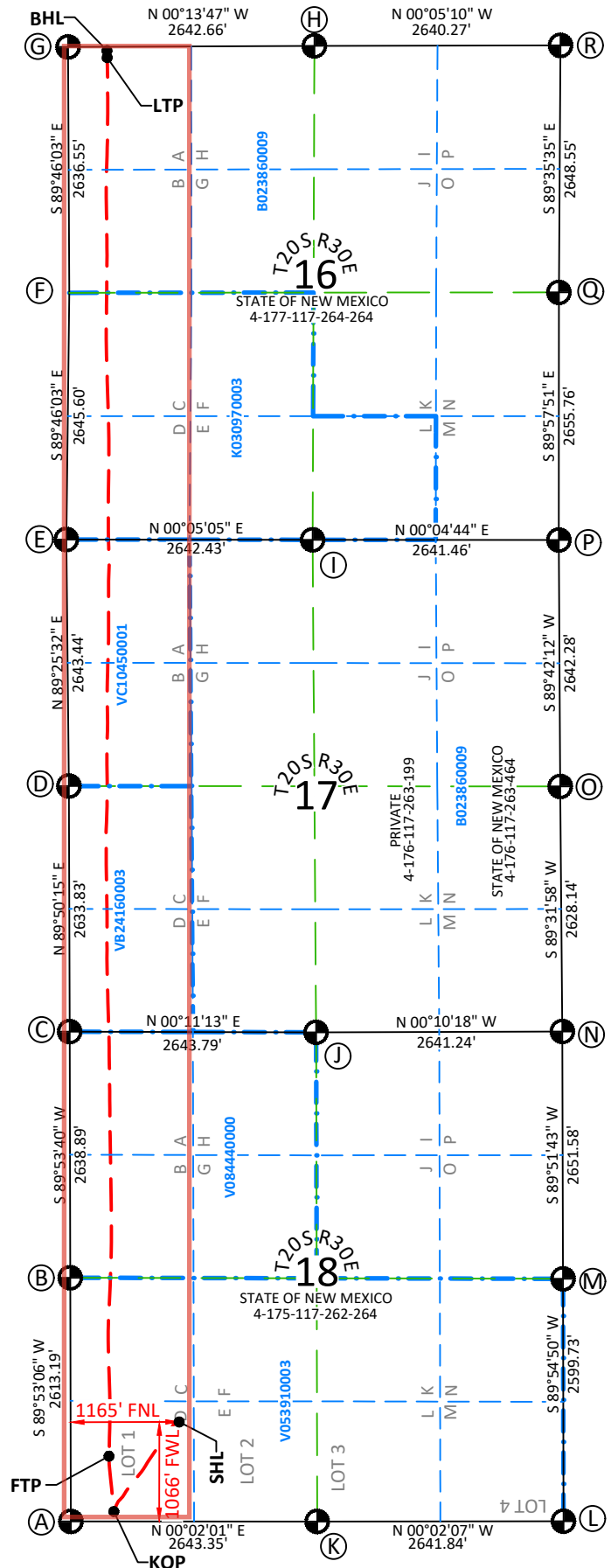
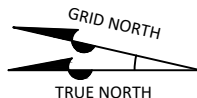
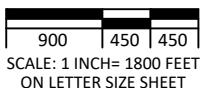
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	WELL PATH
	1/4 MILE BUFFER
	1/2 MILE BUFFER
	LEASE LINE
	LEASE ID NUMBER
	FOUND USGLO
	BRASS CAP
	CALC'D CORNER

SECTION CORNERS

A N: 575110.68	E: 637889.65
B N: 575115.93	E: 640502.22
C N: 575120.79	E: 643140.48
D N: 575128.27	E: 645773.67
E N: 575154.77	E: 648416.35
F N: 575144.03	E: 651061.32
G N: 575133.32	E: 653697.23
H N: 572491.31	E: 653707.82
I N: 572512.97	E: 648412.45
J N: 572477.65	E: 643131.85
K N: 572467.96	E: 637888.10
L N: 569826.75	E: 637889.72
M N: 569830.66	E: 640488.82
N N: 569837.04	E: 643139.77
O N: 569858.47	E: 645767.20
P N: 569872.14	E: 648408.82
Q N: 569870.48	E: 651063.94
R N: 569851.67	E: 653711.79

SURVEYOR NOTES:

- BEARINGS AND COORDINATES SHOWN ARE GRID BASED ON THE NEW MEXICO STATE PLANE EAST ZONE COORDINATE SYSTEM 3001, WITH A CONVERGENCE ANGLE OF -0°09'37.47" AND BASED ON CONTROL POINT CP FITZ BOOSTER AT N:556917.441 E:633268.606. ORTHO:3349.52. DETERMINED BY AN OPUS SOLUTION ON JUNE 5TH, 2020.
- DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN US SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000237768
- ELEVATIONS SHOWN OR LISTED ARE EXISTING GROUND ELEVATIONS.
- KARST AREAS, 1/4 & 1/2 MILE POTASH BUFFERS, LEASE AREAS AND DRILL ISLANDS, IF SHOWN, WERE PROVIDED BY DEVON ENERGY AND NOT LOCATED ON THE GROUND AS A PART OF THIS SURVEY, LOCATIONS ARE APPROXIMATE.



**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-1171

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 in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
7. 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.
8. 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

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10(C)(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. 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. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10(C)(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
12. 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.

13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. 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).
15. 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**

8/28/26
DATE: _____

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1171**

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

Central Tank Battery: **Mimosa 18 Central Tank Battery 1**

Central Tank Battery Location: **UL F, Section 18, Township 20 South, Range 30 East**

Gas Title Transfer Meter Location: **UL F, Section 18, Township 20 South, Range 30 East**

Pools

Pool Name	Pool Code
PARKWAY;BONE SPRING	49622
WC-015 G-07 S203032G;WOLFCAMP	97963

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolcamp SLO 204581 PUN 1399182	N2N2	16-20S-30E
	N2N2	17-20S-30E
	N2N2	18-20S-30E
CA Wolcamp SLO 204582 PUN 1399177	S2N2	16-20S-30E
	S2N2	17-20S-30E
	S2N2	18-20S-30E
CA Wolcamp SLO 205044 PUN 1406203	N2S2	16-20S-30E
	N2S2	17-20S-30E
	N2S2	18-20S-30E
CA Wolcamp SLO 205047 PUN 1406308	S2S2	16-20S-30E
	S2S2	17-20S-30E
	S2S2	18-20S-30E
CA Bone Spring SLO 205046 PUN 1406310	S2	16-20S-30E
	S2	17-20S-30E
	S2	18-20S-30E
CA Bone Spring SLO 205253 PUN 1408786	N2N2	16-20S-30E
	N2N2	17-20S-30E
CA Bone Spring SLO 205254 PUN 1408790	S2N2	16-20S-30E
	S2N2	17-20S-30E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53372	MIMOSA 18 16 STATE COM #621H	N2N2	16-20S-30E	97963
		N2N2	17-20S-30E	
		N2N2	18-20S-30E	
30-015-53373	MIMOSA 18 16 STATE COM #622H	S2N2	16-20S-30E	97963
		S2N2	17-20S-30E	
		S2N2	18-20S-30E	

30-015-54805	MIMOSA 18 16 STATE COM #623H	N2S2	16-20S-30E	97963
		N2S2	17-20S-30E	
		N2S2	18-20S-30E	
30-015-54944	MIMOSA 18 16 STATE COM #624H	S2S2	16-20S-30E	97963
		S2S2	17-20S-30E	
		S2S2	18-20S-30E	
30-015-54891	MIMOSA 18 16 STATE COM #332H	S2	16-20S-30E	49622
		S2	17-20S-30E	
		S2	18-20S-30E	
30-015-56175	MIMOSA 18 16 STATE COM #223H	S2	16-20S-30E	49622
		S2	17-20S-30E	
		S2	18-20S-30E	
30-015-56177	MIMOSA 18 16 STATE COM #224H	S2	16-20S-30E	49622
		S2	17-20S-30E	
		S2	18-20S-30E	
30-015-56186	MIMOSA 17 16 STATE COM #221H	N2N2	16-20S-30E	49622
		N2N2	17-20S-30E	
30-015-56180	MIMOSA 17 16 STATE COM #222H	S2N2	16-20S-30E	49622
		S2N2	17-20S-30E	

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/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 455256

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 455256
	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 .	9/1/2026