

United States Department of the Interior

ALL CALL LITTLE OF A LINE LINES

BUREAU OF LAND MANAGEMENT New Mexico State Office 301 Dinosaur Trail Santa Fe, New Mexico 87508 https://www.blm.gov/new-mexico



In Reply Refer To: NMNM141291 3105.2 (NM920)

Reference: Communitization Agreement Todd 36-25 State Fed Com 232H Section 36: E2W2 Section 25: E2W2 T. 23 S., R. 31 E., N.M.P.M. Eddy County, NM

Devon Energy Company, L.P. 333 W. Sheridan Avenue Oklahoma City, OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141291 involving 160 acres of Federal land in lease NMNM 544986, 160 of State land in lease NM K0-0952, Eddy County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2W2 of Section 36 and the E2W2 of Section 25, T. 23 S., R. 31 E., N.M.P.M., Eddy County, NM, and is effective June 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

INTERIOR REGION 6 · ARKANSAS-RIO GRANDE-TEXAS GULF Oklahoma, Texas If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

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

Sincerely,

allong

Sheila Mallory () Deputy State Director Division of Minerals

1 Enclosure:

1 - Communitization Agreement

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cc: ONRR, Denver NM Taxation & Revenue Dept. (Revenue Processing Div.) NMOCD NM (9200) NM (P0220-CFO, File Room) NMSO (NM925, File) NM STATE LAND COMM.

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2W2 of Section 36 and the E2W2 of Section 25, T. 23 S., R. 31 E., N.M.P.M., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met. Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

MAR 3 1 2021

Sheila Mallory Deputy State Director Division of Minerals

Effective: June 1, 2019

Contract No.: Com. Agr. NMNM141291



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

January 14, 2020

Sent VIA FedEx 2 Day: 777477159956

Bureau of Land Management New Mexico State Office 301 Dinosaur Trail Santa Fe, New Mexico 87508

NMNM 14129



RE: State/Federal Communitization Agreements for approval Sec 36 and 25-23S-31E, Eddy County, New Mexico

To Whom It May Concern,

Please find enclosed are 8 (4 Original and 4 Copies) of Executed and Notarized State/Federal Communitization Agreements covering Bone Spring Formation in Sections 36 and 25-23S-31E, Eddy County, New Mexico. Please review and approve at your earliest convenience.

Todd 36-25 State Fed Com 232H (2 Orig, 2 Copies) 3001545906

- E2W2 of Sec 36 and E2W2 of Sec 25 containing 320.00 acres covering the Bone Spring Formation only.
- State of NM K0-0952 (160.00 acres, E2W2 of Sec 36), NMNM 544986 (160.00 acres, of Sec 25).

Todd 36-25 State Fed Com 234H (2 Orig, 2 Copies)

- E2 of Sec 36 and E2 of Sec 25 containing 640.00 acres covering the Bone Spring Formation only.
- State of NM K0-0952 (320.00 acres, E2 of Sec 36), NMNM 544986 (320.00 acres, of Sec 25).

After approved please return all available documents to my attention. If you have any questions please email or call me, my contact information is below.

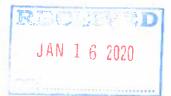
Respectfully,

ly numy

Kelly Niemyer Land Analysis Professional Devon Energy Production Company, L.P. Direct: 405-228-2817 OKDEC 28.535F kelly.niemyer@dvn.com

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Rup 4-24-19



Federal Communitization Agreement

Contract No. NMNM141291

THIS AGREEMENT entered into as of the 1st day of June, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

E/2 W/2 of Section 36 & E/2 W/2 of Section 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil condensate, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, Oklahoma City, OK, 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement. the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. Operator

Gr.D

Operator/Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 1914 day of December, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack ____, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



) ss.

EXHIBIT "A"

To Communitization Agreement dated June 1, 2019, covering 320.00 acres in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

Todd 36-25 State Fed Com 232H

SHL: 330' FSL, 1,659' FWL, Sec 36-23S-31E BHL: 20' FNL, 2,240' FWL, Sec 25-23S-31E

	25
Tract 2 NMNM 544986 160.00 acres	
	36
Tract 1 ST of NM K0-0952 160.00 acres	

EXHIBIT "B"

To Communitization Agreement dated June 1, 2019, embracing the following described land in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: Pooling Authority:	State of New Mexico K0-0952 Yes	
Description of Land Committed:	E/2 W/2 of Section 36, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico	
Number of Acres:	160.00	
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Occidental Permian Limited Partnership – 100% ORRI Owners of Record	
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust	

Tract No. 2

Lease Serial Number: Pooling Authority:	NMNM 544986 Yes
Description of Land Committed:	E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Devon Energy Production Company, L.P 100% ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust

<u>RECAPITULATION</u>

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	50.0000%
Tract No. 2	160.00	50.0000%
Total	320.00	100.0000%

19/2019

By: Catherine Vebrack

Name: <u>Catherine Lebsack</u> Company: <u>Devon Energy Production Company</u>, <u>L.P.</u>

ACKNOWLEDGEMENT

STATE OF_OKLAHOMA_____)

COUNTY OF OKLAHOMA

On this day of <u>December</u>, <u>2019</u>, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice</u> <u>President</u> of <u>Devon Energy Production Company</u>, <u>L.P.</u>, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



) ss.

Jotary P

Occidental Permian Limited Partnership By: Occidental Permian Manager LLC,

MI

35

Its General Partner

Date

By: Title: Bradley S. Dusek

Attorney-in-fact ACKNOWLEDGEMENT

STATE OF TEXCS)
) ss.
COUNTY OF HATTS)

On this 11th day of Acventor, 2019, before me, a Notary Public for the State of Texas personally appeared Bradley Dusek, known to me to be an Attorney-in-fact of Occidental Permian Manager LLC, a Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, at Texas Limited partnership.

(SEAL)	DELEENA D. LANG
	Notary Public, State of Texas
	Comm. Expires 02-18-2022 Notary ID 128179978
- Marine	Notary ID 120170070

CALIBICA My Commission Expires

Notary Public

<u> 1/24/2019</u> Date

By: RUKUAT Name: Robert W. Kent

Title: Nortex Corporation

ACKNOWLEDGEMENT

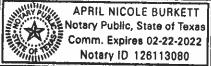
STATE OF)	
COUNTY OF <u>Harris</u>)ss.	
On this 24 day of JULY	, <u>2019</u> , before me, a Notary Public
for the State of $TCXAS$, personally	
appeared Robert Kent	, known to me to be
the Vice President	of Nortex Corporation.

(SEAL)

02-22-2022 My Commission Expires

utt

Notary Publi



July 13, 2019 Date

By:	Than 5. aug	
	Thomas E. Retty	

ACKNOWLEDGEMENT

STATE OF TEXAS)	
COUNTY OF BYONS) ss.	
On this <u>13rd</u> day of <u>JUW</u> , <u>2</u>	019, before me, a Notary Public
for the State of TOXAS, personally	
appeared Thomas E. Kelly	, known to me to be the
general partner of TEK Prop.	erties LTD.
ANDREA J KELLY Notary Public, State of Texas ID# 12874127-2 My Commission Expires SEPTEMBER 16, 2019	Andrea Kully
My Commission Expires	Notary Public

N.19.19

Date

20g By: \mathbf{A}

Name: Joe N Gifford

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF Midland) ss.)
On this 19th day of July	, 2019, before me, a Notary Public
for the State of TEXAS	, personally appeared <u>Joe N Gifford.</u>
(SEAL) CRYSTAL LEYVA My Notary ID # 13044 Expires November 16,	1921
	Co + f

 $\frac{||\cdot||\psi\cdot||q|}{\text{My Commission Expires}}$

Notary Public

67/30/19 Date

	1	
By:		
_ • • ·		

Name:	-	RAHIS	WAINE	
Title:	Mary	Patricia	Dougherty	Trust

ACKNOWLEDGEMENT

STATE OF	TEXAS)	
COUNTY OF_	TRAVIS) ss.	
On this <u>30</u>	_day of	, <u>2019</u> , before me, a Notary Public
for the State of	TEXAS, per	rsonally
appeared	TRANS WALNE	, known to me to be
the	TRUSTER	of the Mary Patricia Dougherty Trust.
AMANDA Notary ID # My Commiss August 2	125269403 sion Expires	Amanda Wir ale

My Commission Expires

Notary Public

WORKING INTE	EREST OWNERS
AND/OR LESSE	ES OF RECORD
ZZ/17 Date	By: <u>Otto E. Schroeder, III</u> Name: <u>Otto E. Schroeder, III</u> Title: <u>Independent Executor for Otto Eugene</u> <u>Schroeder, Jr.</u>
ACKNOWLI	EDGEMENT
STATE OF Jeras)	
COUNTY OF Joila 5) ss.	
On this 22 day of JAY	, <u>2019</u> , before me, a Notary Public
for the State of <u>Texas</u> , perso Independent Executor for Otto Eugene Schroeder	nally appeared <u>Otto E. Schroeder, III,</u> r, Jr.
(SEAL) (SEAL) (SEAL) DESMOND MONTGOMER Natary ID ±129582673 My Commission Expires October 9, 2021	RY
10-9-2021	
My Commission Expires	Notary Public

<u>7-16-19</u> Date

Guro. By:

Name: Catherine M Grace

ACKNOWLEDGEMENT STATE OF) ss. 10. (ran COUNTY OF _day of <u>JU</u> On this 10 , <u>2019</u>, before me, a Notary Public for the State of , personally appeared <u>Catherine M Grace</u>.

(SEAL)

<u>5-17-2020</u> My Commission Expires

Clunc

Notary Public

<u>7-15-201</u> Date

Im Olm By: M 015 M Name:

Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT			
STATE OF <u>leves</u>)			
COUNTY OF Tarrant) ss.			
On this 15 day of Ally	, 2019, before me, a Notary Public		
for the State of 11145, person	ally		
appearedM_0/150n	, known to me to be		
the <u>IMUSTRE</u> of the	Mary Margaret Olson Trust.		
(SEAL) SUSAN C. SERNA My Notary ID # 3491974 Expires May 17, 2020			
	ρ ρ		

5-17-2020

My Commission Expires

Notary Public

1/22/19

By: Nataly 3.

Name: Natalie Z. Davis

Title: Nancy Stallworth Thomas Marital Trust JPMorgan Chase Bank, N.A. Co-Trustee Natalie Z. Davis, Vice President

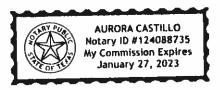
ACKNOWLEDGEMENT

STATE OF	[TEXAS])
COUNTYO	F[DALLAS]) ss.
COUNTIO	[DALLAS])

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 nd day of <u>, 2019.</u>

Jurora (12200



Notary Public in and for the State of [Texas] My Commission expires : Junuary 27, 2023

By:

Name: <u>H.L. Tompkins</u>

Title: <u>PA Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§	
		§
COUNTY OF [_ <u>Dallas</u> _]		§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

7/22/19 Date

7/22/19

By:

Name: H.L. Tompkins

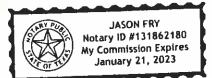
Title: George M. Allman III Trust JPMorgan Chase Bank, N.A, Agent For Trustee H.L. Tompkins, Vice President

STATE OF [Texas]	§
	§
COUNTY OF [_ <u>Dallas</u>]	§

Date

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

	Top.
By:	Hac

Name: <u>H.L. Tompkins</u>

Title: <u>Marilyn M. Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [<u>Dallas</u>]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.

JASON FRY Notary ID #131862180 ly Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

Date

7/22/19

By:

Name: <u>H.L. Tompkins</u>

Title: Jill Allman Mancuso Trust JPMorgan Chase Bank, N.A. Agent for Trustee H.L. Tompkins, Vice President

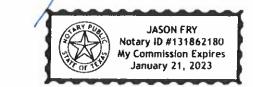
STATE OF [Texas]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

	1100/
By:	Mac

Name: <u>H.L. Tompkins</u>

 Donald C. Allman Trust

 JPMorgan Chase Bank, N.A, Trustee

 H.L. Tompkins, Vice President

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [Dallas]	§

<u>7/22/19</u> Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND	SEAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
forson fry	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

By:

Name: H.L. Tompkins

Title: <u>George Allman Jr. Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [<u>Dallas</u>]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND S	EAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
forza fra	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

_<u>7/22/19</u> Date

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD 7/22/19 By: June Date Name: H.L. Tompkins Title: Mary Elizabeth Schram Trust JPMorgan Chase Bank, N.A, Trustee H.L. Tompkins, Vice President STATE OF [Texas_] § § State S

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

Bv:

Name: <u>H.L. Tompkins</u>

Title: <u>Margaret Sue Schroeder Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	
	§
COUNTY OF [_Dallas_]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

EAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
Notary Public in and for the State of [Texas]
My Commission expires: <u>1/21/2023</u>
-

7/22/19		
Date	•	
STATE OF [<u>Texas</u>]		§

COUNTY OF [Dallas]

By:

Name: H.L. Tompkins

Title: <u>Michelle Allman Grantor Trust</u> <u>JPMorgan Chase Bank, N.A, Co-Trustee</u> <u>H.L. Tompkins, Vice President</u>

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

§

§

GIVEN UNDER MY HAND AND	SEAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
Jonon This	
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	Notary Public in and for the State of [Texas] My Commission expires: <u>1/21/2023</u>

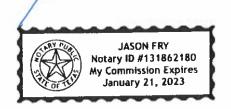
By:

7/22/19	
Date	_
STATE OF ITawag	6
STATE OF [Texas]	§
	§

COUNTY OF [_Dallas_] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

Name: <u>H.L. Tompkins</u>

 Title:
 Theresa Allman Smith Grantor Trust

 JPMorgan Chase Bank, N.A, Co-Trustee

 H.L. Tompkins, Vice President



Federal Communitization Agreement

Contract No. <u>Mmm 14291</u>

THIS AGREEMENT entered into as of the 1st day of June, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

E/2 W/2 of Section 36 & E/2 W/2 of Section 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil condensate, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, Oklahoma City, OK, 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- This agreement shall be binding upon the parties hereto and shall extend to and be 13. binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- Nondiscrimination. In connection with the performance of work under this agreement, 15. the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. Operator

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

ATH day of <u>DRCEMber</u>, <u>2019</u>, before me, a Notary Public for the State of On this OKLAHOMA, personally appeared Catherine Lebsack , known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



EXHIBIT "A"

To Communitization Agreement dated June 1, 2019, covering 320.00 acres in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

Todd 36-25 State Fed Com 232H

SHL: 330' FSL, 1,659' FWL, Sec 36-23S-31E BHL: 20' FNL, 2,240' FWL, Sec 25-23S-31E

25	
	Tract 2 NMNM 544986 160.00 acres
36	
	Tract 1 ST of NM K0-0952 160.00 acres

EXHIBIT "B"

To Communitization Agreement dated June 1, 2019, embracing the following described land in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	State of New Mexico K0-0952
Description of Land Committed:	E/2 W/2 of Section 36, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Occidental Permian Limited Partnership – 100% ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust

Tract No. 2

Lease Serial Number: Pooling Authority:	NMNM 544986 Yes
Description of Land Committed:	E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Devon Energy Production Company, L.P 100% ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area	
Tract No. 1	160.00	50.0000%	
Tract No. 2	160.00	50.0000%	
Total	320.00	100.0000%	

By: Catherine Sebsack

Name: Catherine Lebsack Company: Devon Energy Production Company, L.P.

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this <u>ATH</u> day of <u>December</u>, <u>2019</u>, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice</u> President_of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

) ss.

(SEAL)

My Commission Expires



Notary

Occidental Permian Limited Partnership By: Occidental Permian Manager LLC, Its General Partner

Date

By: Title: Bradley S. Dusek Attorney-in-fact ACKNOWLEDGEMENT

STATE OF 1005) ss.

On this day of house, 2019, before me, a Notary Public for the State of Toras personally appeared Bradley S. Dusek, known to me to be an Attorney-in-fact of Occidental Permian Manager LLC, a Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, at Texas Limited partnership.

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(SEAL, MULLING	DELEENA D. LANG
	Notary Public, State of Texas
	Comm. Expires 02-18-2022
THE OF THIN	Notary ID 128179978
2022	
02118/2022	

My Commission Expires

Notary Public

7242019 Date

By:	Rutheut
Name	Robert W. Kent

Title: Nortex Corporation

ACKNOWLEDGEMENT

STATE OF TEXAS)	24
COUNTY OF <u>Harris</u>)ss.	
On this 24 day of Tuly	, <u>2019</u> , before me, a Notary Public
for the State of $Texas$, personally	
appeared Robert Kent	, known to me to be
the Vice President	of Nortex Corporation.

(SEAL)

D2-22-2022 My Commission Expires σA Notary Public APRIL NICOLE BURKETT Notary Public, State of Texas Comm. Expires 02-22-2022 Notary ID 126113080

July 23, 2019_ Date

By Thm E. Ley.	
Name: Thomas E, Kell Title: TEK Properties LTD	

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BYOLDS) ss.
On this 13 rd day of JULY, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Thomas E. Kelly, known to me to be the
general partner of TEK Properties LTD.
ANDREA J KELLY Notary Public, State of Texas ID# 12874127-2 My Commission Expires SEPTEMBER 16, 2019 9.16.19 MMdMa Kully
My Commission Expires Notary Public

	TEREST OWNERS SEES OF RECORD
7.19.19 Date	By: ANJippords
	Name: Joe N Gifford
ACKNOW	LEDGEMENT
STATE OF TEXAS)	
COUNTY OF Midland) ss.	
On this 19th day of July	, 2019, before me, a Notary Public
for the State of TEXAS, per	rsonally appeared Joe N Gifford.
(SEAL) CRYSTAL LEYVA My Notary ID # 130441921 Expires November 16, 2019	1
11-16-19	aptil herra
My Commission Expires	Notary Public

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

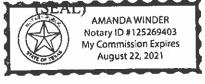
07/30/19 Date

	ILC.		1	
	-	-	-++	
By:			-11	

Name:	TRAVIS	WALNE	AS	TRUSPEE
Title:	Mary Patric			

ACKNOWLEDGEMENT

STATE OF TEXAS	
COUNTY OF TRAVIS) ss.	
On this 30 day of July	, 2019, before me, a Notary Public
for the State of TEXAS, pe	rsonally
appeared TRANS WHYPE	, known to me to be
the TRUSTEE	of the Mary Patricia Dougherty Trust.
AMANDA WINDER	



My Commission Expires

Wich Notary Public

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

7/72/19 Date

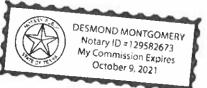
By: Name: Otto E Schroeder, III

Title: Independent Executor for Otto Eugene Schroeder, Jr.

ACKNOWLEDGEMENT

STATE OF	Texas)	
COUNTY OF_	D1105) ss.)	
On this 22	day of	Jly	, 2019, before me, a Notary Public
for the State of	Texar	, personall	y appeared Otto E. Schroeder, III,
Independent Ex	ecutor for Otto	Eugene Schroeder, Jr	

(SEAL)



My Commission Expires

Notary Public

<u> 7-/11- 19</u> Date

Levie Marie By: /

Name: Catherine M Grace

ACKNOWLEDGEMENT ONAS STATE OF) ss. n (ran COUNTY OF _day of <u>JUI</u> 16 On this , <u>2019</u>, before me, a Notary Public for the State of , personally appeared <u>Catherine M Grace</u>. SUSAN C. SERNA (SEAL) My Notary ID # 3491974 Expires May 17, 2020 Lisna <u>5-17-2020</u> My Commission Expires

Notary Public

<u>7-15-2019</u> Date

12 1 By: M Name:

Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT
STATE OF Terry
COUNTY OF $far (ran +)$ ss.
On this <u>/</u> 5 day of <u>/</u> <u></u>
for the State of $1eVH5$, personally
appeared $M_{0.500}$, known to me to be
the <u>MUSTEE</u> of the <u>Mary Margaret Olson Trust.</u>
(SEAL) SUSAN C. SERNA My Notary ID # 3491974 Expires May 17, 2020
5-17-2020 Lusan Huna

My Commission Expires

Notary Public

By: hata

Name: Natalie Z. Davis

Title: Nancy Stallworth Thomas Marital Trust JPMorgan Chase Bank, N.A. Co-Trustee Natalie Z. Davis, Vice President

ACKNOWLEDGEMENT

STATE OF [TEXAS])
COUNTY OF [DALL) ss.)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of , 2019.

Urore (Still

AURORA CASTILLO Notary ID #124088735 My Commission Expires January 27, 2023

Notary Public in and for the State of [Texas] My Commission expires : Showary 27, 2023

By:

Name: H.L. Tompkins

Title: <u>PA Allman Trust</u> <u>JPMorgan Chase Bank, N.A, Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>] § § COUNTY OF [<u>Dallas</u>] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

By:

Name: <u>H.L. Tompkins</u>

Title: <u>George M. Allman III Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

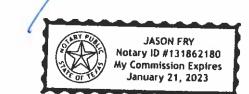
STATE OF [Texas]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

By:

Name: H.L. Tompkins

Title: <u>Marilyn M. Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July , 2019.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

By:

Name: <u>H.L. Tompkins</u>

Title: <u>Jill Allman Mancuso Trust</u> JPMorgan Chase Bank, N.A, Agent for Trustee H.L. Tompkins, Vice President

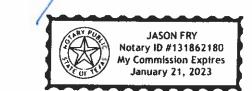
STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.



Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

 By: HOR
Name: <u>H.L. Tompkins</u>
Title: <u>Donald C. Allma</u>

7/22/19	
Date	

e: <u>Donald C. Allman Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas_]	§
	§
COUNTY OF [Dallas]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND S	EAL OF OFFICE this 22 day of July, 2019.
Jovan Juy	
	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

Bv:

<u>7/22/19</u> Date

Name: <u>H.L. Tompkins</u>

Title: <u>George Allman Jr. Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	
	§
COUNTY OF [_ <u>Dallas</u> _]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.

JASON FRY Notary ID #131862180 My Commission Expires

January 21, 2023

Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

By:

Name: H.L. Tompkins

Title: <u>Mary Elizabeth Schram Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	
	§
COUNTY OF [<u>Dallas</u>]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

_<u>7/22/19</u>____ Date

By:

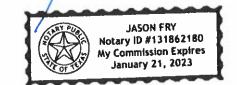
7/22/19	-
Date	
STATE OF [Texas]	§
	8
	§

COUNTY OF [Dallas]

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

§

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas_____

My Commission expires: <u>1/21/2023</u>

Name:<u>H.L. Tompkins</u>

Title: <u>Margaret Sue Schroeder Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> H.L. Tompkins, Vice President

By:

Name: H.L. Tompkins

Title:Michelle Allman Grantor TrustJPMorgan Chase Bank, N.A, Co-TrusteeH.L. Tompkins, Vice President

STATE OF [Texas_]	
	§
COUNTY OF [<u>Dallas</u>]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SI	EAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
lason ty	
	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

7/22/19	_
Date	_
STATE OF [Texas]	ş

COUNTY OF [_Dallas_]

. By:

Name: H.L. Tompkins

Title:Theresa Allman Smith Grantor TrustJPMorgan Chase Bank, N.A, Co-TrusteeH.L. Tompkins, Vice President

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L.
Tompkins], known to me to be the person and officer whose name is subscribed to the
foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u>
Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has
executed the same as the act of such corporation for the purposes and consideration therein
expressed and in the capacity therein stated.

§

§

GIVEN UNDER MY HAND AND	SEAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
Jason Juy	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

Federal Communitization Agreement BY:

Contract No. 11m 17m 141291

RECEIVED

JAN 1 6 2020

THIS AGREEMENT entered into as of the 1st day of June, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

E/2 W/2 of Section 36 & E/2 W/2 of Section 25, Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil condensate, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, Oklahoma City, OK, 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- This agreement may be executed in any number of counterparts, no one of which needs to 14. be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P. Operator

Operator/Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

19TH day of DROEMber _, <u>2019</u>, before me, a Notary Public for the State of On this OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



otary Public

EXHIBIT "A"

To Communitization Agreement dated June 1, 2019, covering 320.00 acres in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

Todd 36-25 State Fed Com 232H

SHL: 330' FSL, 1,659' FWL, Sec 36-23S-31E BHL: 20' FNL, 2,240' FWL, Sec 25-23S-31E

25		2
	Tract 2 NMNM 544986 160.00 acres	- AA
36		fa 2 4 8
	Tract 1 ST of NM K0-0952 160.00 acres	
	No.	

EXHIBIT "B"

To Communitization Agreement dated June 1, 2019, embracing the following described land in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	State of New Mexico K0-0952
Description of Land Committed:	E/2 W/2 of Section 36, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Occidental Permian Limited Partnership – 100% ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust

Tract No. 2

Lease Serial Number: Pooling Authority:	NMNM 544986 Yes
Description of Land Committed:	E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Devon Energy Production Company, L.P 100% ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	50.000%
Tract No. 2	160.00	50.0000%
Total	320.00	100.0000%

2019

By: Catherine Debsack

Name: <u>Catherine Lebsack</u> Company: <u>Devon Energy Production Company</u>, <u>L.P.</u>

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

On this day of <u>December</u>, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice</u> <u>President</u> of <u>Devon Energy Production Company</u>, <u>L.P.</u>, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

Occidental Permian Limited Partnership By: Occidental Permian Manager LLC, Its General Partner

1111201 Date

By: Title: radley S. Dus Attornev-In-fact ACKNOWLEDGEMENT

STATE OF TOOS)) ss. COUNTY OF Have)

On this day of <u>Acadeer</u>, 2019, before me, a Notary Public for the State of <u>Toras</u> personally appeared <u>Brodley S. Disek</u>, known to me to be an Attorney-in-fact of Occidental Permian Manager HLC, a Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, at Texas Limited partnership.

(SE DELEENA D. LANG otary Public, State of Texas Comm. Expires 02-18-2022 Notary ID 128179978 222 10

My Commission Expires

Notary Public

7/24/2019 Date

	acona	
	RINHKAINT	
By:		
Name:	Robert W.	Kent
		7

Title: <u>Nortex Corporation</u>

ACKNOWLEDGEMENT

STATE OF TEXAS)	2
COUNTY OF <u>Harris</u>) ss.	
On this 24 day of July	_, <u>2019</u> , before me, a Notary Public
for the State of TEXAS, personally	
appeared Robert Kent	, known to me to be
the Vice President	of Nortex Corporation.

(SEAL)

D2-22-2022 My Commission Expires

ntt Notary Public APRIL NICOLE BURKETT Notary Public, State of Texas Comm. Expires 02-22-2022 Notary ID 126113080

July 23, 2019 Date

By Thom E. Luy
Name: Thomas E, Kell Title: TEK Properties LTD

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF BYMAS) ss.
On this 13 rd day of JULY, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Thomas E. Kelly, known to me to be the
general partner of TEK Properties LTD.
ANDREA J KELLY Notary Public, State of Texas ID# 12874127-2 My Commission Expires SEPTEMBER 16, 2019
<u>9.16.19</u> My Commission Expires Notary Public

$\frac{\neg \cdot \dot{(} \cdot \dot{(}) \rangle}{\text{Date}}$	By:
ACKNOW	LEDGEMENT
STATE OF TEXAS)	
COUNTY OF Midland) ss.	
On this 19th day of July	, <u>2019</u> , before me, a Notary Public
for the State of TIXOS , per	rsonally appeared Joe N Gifford.
(SEAL) My Notary ID # 130441921 Expires November 16, 2019	
11.16.19	Cupter Heyra
My Commission Expires	Notary Public

07/30/19 Date

	ALCOAD	
	- the	
By:		_

Name:				TRUSTEE
Title:	Mary Patric	ia Dough	erty	Trust

ACKNOWLEDGEMENT

STATE OF TEXAS)	
COUNTY OF TRAVIS) ss.	
On this 30 day of July	, <u>2019</u> , before me, a Notary Public
for the State of TEXAS, pers	sonally
appeared TRAWS WHINE	, known to me to be
theTRUSTEE	of the Mary Patricia Dougherty Trust.
(NEAL)	
AMANDA WINDER Notary ID #125269403 My Commission Expires August 22, 2021	0

My Commission Expires

Wigh

Notary Public

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

7/72/19 Date

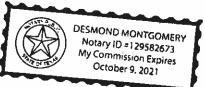
By: Name: Otto F froeder, III

Title: Independent Executor for Otto Eugene Schroeder, Jr.

ACKNOWLEDGEMENT

STATE OF	Texas)
COUNTY OF	Dollar) ss.)
On this 22	day of	Jy, 2019, before me, a Notary Public
for the State of_	Texas	, personally appeared Otto E. Schroeder, III,
Independent Exe	cutor for Otto	Eugene Schroeder, Jr.

(SEAL)



<u>رو- ۲-۲-۲</u> My Commission Expires

Notary Public

<u> 7-/11- 19</u> Date

By: Catherine Worke

Name: Catherine M Grace

ACKNOWLEDGEMENT 1exAS STATE OF Tarran) ss. COUNTY OF On this 16 __, <u>2019</u>, before me, a Notary Public for the State of , personally appeared Catherine M Grace. SUSAN C. SERNA (SEAL) My Notary ID # 3491974 Expires May 17, 2020 usun Cluma 5-17-2020 My Commission Expires

<u>7-15-2019</u> Date

. M<u>U</u> m By: M Name:

Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT
STATE OF Teras
COUNTY OF $f(ran + f)$ ss.
On this 5 day of 400 , 2019 , before me, a Notary Public
for the State of 1eVH5, personally
appeared $M 0/500$, known to me to be
the <u>1</u> <u>MUSTEE</u> of the <u>Mary Margaret Olson Trust.</u>
(SEAL) SUSAN C. SERNA My Notary ID # 3491974 Expires May 17, 2020
5-17-2020 Jusan Herra

My Commission Expires

Notary Public

Date

By: hatalu

Name: <u>Natalie Z. Davis</u>

Title: <u>Nancy Stallworth Thomas Marital Trust</u> JPMorgan Chase Bank, N.A. Co-Trustee Natalie Z. Davis, Vice President

ACKNOWLEDGEMENT

STATE OF	[TEXAS_	_])
COUNTY O	F [<u>DALLA</u>	<u>\S]</u>) ss.)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22^M day of July , 2019.

Urore (Still

AURORA CASTILLO Notary ID #124088735 **Wy Commission Expires** January 27, 2023

Notary Public in and for the State of [Texas] My Commission expires : Almuny 27, 2023

<u>7/22/19</u> Date

By:

Name: <u>H.L. Tompkins</u>

Title: <u>PA Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>] §

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

§

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

7/22/19	
Date	

	11. 21
D	IK (Y ('
By:	Field C

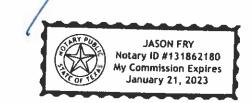
Name: <u>H.L. Tompkins</u>

Title: <u>George M. Allman III Trust</u> <u>JPMorgan Chase Bank, N.A, Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [<u>Dallas</u>]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.



Notary Public in and for the State of [Texas__]

	ITED
By:	HOL

Name: <u>H.L. Tompkins</u>

Title: <u>Marilyn M. Allman Trust</u> <u>JPMorgan Chase Bank, N.A, Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

<u>7/22/19</u> Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023 Notary Public in and for the State of [Texas___]

7/22/19	
Date	

By:

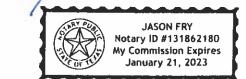
Name: H.L. Tompkins

Title: Jill Allman Mancuso Trust JPMorgan Chase Bank, N.A. Agent for Trustee H.L. Tompkins, Vice President

STATE OF [Texas_]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

By:

Name: H.L. Tompkins

Title: Donald C. Allman Trust JPMorgan Chase Bank, N.A, Trustee H.L. Tompkins, Vice President

STATE OF [Texas_]	§
	§
COUNTY OF [_Dallas_]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this	<u>22</u> day	of <u>July</u> , <u>20</u>	<u>019</u>
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JASON FRY Notary ID #131862180 ly Commission Expires

January 21, 2023

Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

By:

Name: H.L. Tompkins

Title: <u>George Allman Jr. Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [Dallas]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.

CA JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas]

My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

By:

Name: <u>H.L. Tompkins</u>

Title: <u>Mary Elizabeth Schram Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [<u>Dallas</u>]	ş

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: <u>1/21/2023</u>

<u>7/22/19</u> Date

<u>7/22/19</u>	
Date	

By:

Name: H.L. Tompkins

Title: Margaret Sue Schroeder Trust JPMorgan Chase Bank, N.A, Trustee H.L. Tompkins, Vice President

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

By:

7/22/19	
Date	
STATE OF [Texas]	Ş

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L.

GIVEN UNDER MY HAND AND SE	EAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	Notary Public in and for the State of [<u>Texas</u>] My Commission expires: <u>1/21/2023</u>

Tompkins _], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Name: H.L. Tompkins

Title: Michelle Allman Grantor Trust JPMorgan Chase Bank, N.A, Co-Trustee H.L. Tompkins, Vice President

§

§

COUNTY OF [Dallas]

<u>7/22/19</u>	
Date	

By:

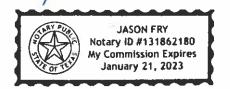
Name: <u>H.L. Tompkins</u>

Title: <u>Theresa Allman Smith Grantor Trust</u> <u>JPMorgan Chase Bank, N.A, Co-Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [Dallas]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

Federal Communitization Agreement

RECEIVED JAN 1 6 2020 BY:

Contract No. 77777141291

THIS AGREEMENT entered into as of the 1st day of June, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

E/2 W/2 of Section 36 & E/2 W/2 of Section 25, Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the oil condensate, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, Oklahoma City, OK, 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator Operator/Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

day of DPPember On this , 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack ____, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



lotary Public

EXHIBIT "A"

To Communitization Agreement dated June 1, 2019, covering 320.00 acres in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

Todd 36-25 State Fed Com 232H

SHL: 330' FSL, 1,659' FWL, Sec 36-23S-31E BHL: 20' FNL, 2,240' FWL, Sec 25-23S-31E

	25
Tract 2 NMNM 544986 160.00 acres	
	36
Tract 1 ST of NM K0-0952 160.00 acres	

EXHIBIT "B"

To Communitization Agreement dated June 1, 2019, embracing the following described land in E/2 W/2 of Section 36 and E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M, Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	State of New Mexico K0-0952	
Description of Land Committed:	E/2 W/2 of Section 36, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico	
Number of Acres:	160.00	
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Occidental Permian Limited Partnership – 100% ORRI Owners of Record	
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust	

<u>Tract No. 2</u>

Lease Serial Number: Pooling Authority:	NMNM 544986 Yes	
Description of Land Committed:	E/2 W/2 of Section 25, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico	
Number of Acres:	160.00	
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Devon Energy Production Company, L.P 100% ORRI Owners of Record	
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Nortex Corporation TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust The Nancy Stallworth Thomas Marital Trust P A Allman Trust George M Allman III Trust Marilyn M Allman Trust Jill Allman Mancuso Trust Donald C Allman Trust George Allman Jr Trust Mary Elizabeth Schram Trust Margaret Sue Schroeder Trust Michelle Allman Grantor Trust	

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	50.0000%
Tract No. 2	160.00	50.0000%
Total	320.00	100.0000%

By: Catherine Debsack

Name: <u>Catherine Lebsack</u> Company: <u>Devon Energy Production Company</u>, L.P.

ACKNOWLEDGEMENT

STATE OF <u>OKLAHOMA</u>)) ss.

COUNTY OF OKLAHOMA

On this <u>1974</u> day of <u>December</u>, <u>2019</u>, before me, a Notary Public for the State of OKLAHOMA, personally appeared <u>Catherine Lebsack</u>, known to me to be the <u>Vice</u> <u>President</u> of <u>Devon Energy Production Company</u>, <u>L.P.</u>, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires



Notary Public

Occidental Permian Limited Partnership By: Occidental Permian Manager LLC, Its General Partner

11 11 201 Date

By: Title: Bradley S. Dusek Attornev-in-fact

ACKNOWLEDGEMENT

STATE OF	Texas)
) ss.
COUNTY OF	HARRIS)

On this day of <u>Loader</u>, 2019, before me, a Notary Public for the State of <u>Press</u> personally appeared <u>Bradley</u>, known to me to be an Attorney-in-fact of Occidental Permian Manager LLC, a Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, at Texas Limited partnership.

		NAME OF TAXABLE PARTY OF TAXABLE PARTY.
(SE	ALANNIN	DELEENA D. LANG
		Notary Public, State of Texas
- 1		Comm. Expires 02-18-2022
	THE OF THIS	Notary ID 128179978
~	2/10/202)

My Commission Expires

Notary Public

7/24/2019 Date / 2019

	100010	
	RINHKANST	
By: _	- MANUN	
Name:_	Robert W.	Kent
	•	7

Title: Nortex Corporation

ACKNOWLEDGEMENT

STATE OF TEXAS)	
county of <u>Harris</u>) ss.	
On this 24 day of July	_, <u>2019</u> , before me, a Notary Public
for the State of Texas, personally	
appeared Robert Kent	, known to me to be
the Vice President	of Nortex Corporation.

(SEAL)

÷

D2-22-2022 My Commission Expires Notary Public APRIL NICOLE BURKETT Notary Public, State of Texas Comm. Expires 02-22-2022 Notary ID 126113080

July 23, 2019 Date

By Thm.	E. Luy
Name: Thomas E Title: TEK Properties	

ACKNOWLEDGEMENT

STATE OF TEXAS)	
COUNTY OF BYPTOS) ss.	
On this 13rd day of JULY	, <u>2019</u> , before me, a Notary Public
for the State of TEXAS , pe	ersonally
appeared Thomas E. Kelly	, known to me to be the
general partner o	f TEK Properties LTD.
ANDREA J KELLY Notary Public, State of Texas ID# 12874127-2 My Commission Expires SEPTEMBER 16, 2019	andriakelly
My Commission Expires	Notary Public

By: Julipfords
Name: Joe N Gifford
LEDGEMENT
, 2019, before me, a Notary Public
sonally appeared Joe N Gifford.
Cuptel Heyra
Notary Public

07/30/19 Date

	1
-	- the
By:	

Name:	TRAVIS	WALNE	As	TRUSTEE
Title:	Mary Patric	<u>ia Dough</u>	erty	Trust

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TAVIS)
On this <u>30</u> day of <u>300</u> , <u>2019</u> , before me, a Notary Public
for the State of TEXTS, personally
appeared TRAWS WHINE, known to me to be
the of the Mary Patricia Dougherty Trust.
(SEAL)
AMANDA WINDER Notary ID #125269403 My Commission Expires August 22, 2021

My Commission Expires

Notary Public

Sich

Date	
ACKNOWLE	CDGEMENT
STATE OF Texes)	
COUNTY OF Jules) ss.	
On this 22 day of Jly	, 2019, before me, a Notary Public
for the State of Texas, person Independent Executor for Otto Eugene Schroeder	nally appeared <u>Otto E. Schroeder, III,</u> , Jr.
(SEAL)	~

DESMOND MONTGOMERY Notary ID =129582673 My Commission Expires October 9, 2021

My Commission Expires

Th	
Notary Public	

<u>7-/11- 19</u> Date

atherine Wo Succe By: /

Name: Catherine M Grace

ACKNOWLEDGEMENT STATE OF) ss. COUNTY OF Tarran day of JU! 16 On this , 2019, before me, a Notary Public for the State of , personally appeared <u>Catherine M Grace</u>. SUSAN C. SERNA (SEAL) My Notary ID # 3491974 Expires May 17, 2020 usun CLinna 5-17-2020 My Commission Expires Notary Public

<u>7-15-2019</u> Date

 $'\mathcal{U}$ S By: М Name:

Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT
STATE OF 1.e.4.4.5
COUNTY OF $far (ran +)$ ss.
On this <u>/5</u> day of <u>fully</u> , <u>2019</u> , before me, a Notary Public
for the State of <u>levers</u> , personally
appeared $M0/50n$, known to me to be
the <u>1</u> <u>MUSTEE</u> of the <u>Mary Margaret Olson Trust.</u>
(SEAL) SUSAN C. SERNA My Notary ID # 3491974 Expires May 17, 2020
5-17-2020 Lusan Herria

My Commission Expires

Notary Public

Date

By: hataly

Name: Natalie Z. Davis

Title: <u>Nancy Stallworth Thomas Marital Trust</u> <u>JPMorgan Chase Bank, N.A. Co-Trustee</u> <u>Natalie Z. Davis, Vice President</u>

ACKNOWLEDGEMENT

STATE OF <u>[TEXAS</u>])
) ss.
COUNTY OF [DALLAS])

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of <u>2019</u>. AURORA CASTILLO Notary 10 #124088735 My Commission Expires January 27, 2023

> Notary Public in and for the State of [Texas] My Commission expires : Almung 27, 2023

_<u>7/22/19</u>_____ Date

By:

Name: <u>H.L. Tompkins</u>

Title: <u>PA Allman Trust</u> <u>JPMorgan Chase Bank, N.A, Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas_]	§	
		§
COUNTY OF [<u>Dallas</u>]		§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 **Wy Commission Expires** January 21, 2023

Notary Public in and for the State of [Texas]

By: ARRC

Name: H.L. Tompkins

Title:George M. Allman III TrustJPMorgan Chase Bank, N.A. Agent For TrusteeH.L. Tompkins, Vice President

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [<u>Dallas</u>]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

My Commission expires: ___1/21/2023____

	ITA
By: _	HOL

Name: <u>H.L. Tompkins</u>

Title: <u>Marilyn M. Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Agent For Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [<u>Texas</u>]	§
	§
COUNTY OF [<u>Dallas</u>]	§

<u>7/22/19</u> Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 Ay Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

7/22/19		
Date		

By:

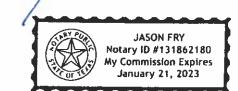
Name: H.L. Tompkins

Title: Jill Allman Mancuso Trust JPMorgan Chase Bank, N.A. Agent for Trustee H.L. Tompkins, Vice President

STATE OF [Texas_]	§
	§
COUNTY OF [<u>Dallas</u>]	§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2019.



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

Bv:

Name: <u>H.L. Tompkins</u>

Title: <u>Donald C. Allman Trust</u> <u>JPMorgan Chase Bank, N.A. Trustee</u> <u>H.L. Tompkins, Vice President</u>

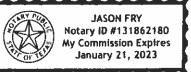
STATE OF [Texas]	§
	§
COUNTY OF [_ <u>Dallas</u> _]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

$\underline{J} \underline{J} \underline{J} \underline{J} \underline{J} \underline{J} \underline{J} \underline{J} $	GIVEN UNDER MY HAND	AND SEAL OF OFFICE thi	is <u>22</u> da	ay of <u>Jul</u>	y, <u>2019</u> .
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Notary Public in and for the State of [Texas___]

My Commission expires: __1/21/2023____

By:

Name: H.L. Tompkins

 George Allman Jr. Trust

 JPMorgan Chase Bank, N.A, Trustee

 H.L. Tompkins, Vice President

STATE OF [Texas_]	§
	§
COUNTY OF [Dallas]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

Bv:

Name: <u>H.L. Tompkins</u>

Title: <u>Mary Elizabeth Schram Trust</u> <u>JPMorgan Chase Bank, N.A, Trustee</u> <u>H.L. Tompkins, Vice President</u>

STATE OF [Texas]	§
	§
COUNTY OF [<u>Dallas</u>]	§

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.

JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023

Notary Public in and for the State of [Texas___]

<u>7/22/19</u> Date			
Date			

By:

Name: <u>H.L. Tompkins</u>

 Margaret Sue Schroeder Trust

 JPMorgan Chase Bank, N.A, Trustee

 H.L. Tompkins, Vice President

STATE OF [Texas]	§
	§
COUNTY OF [_Dallas_]	§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>22</u> day of <u>July</u>, <u>2019</u>.



Notary Public in and for the State of [Texas]

By:

Name: H.L. Tompkins

Title:Michelle Allman Grantor TrustJPMorgan Chase Bank, N.A, Co-TrusteeH.L. Tompkins, Vice President

STATE OF [Texas]	§
	§
COUNTY OF [<u>Dallas</u>]	ş

7/22/19

Date

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L. Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND S	EAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
Janon Jy	
	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

7/22/19	
Date	-
STATE OF [Texas]	§

COUNTY OF [Dallas]

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. <u>Tompkins</u>], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said <u>H.L.</u> <u>Tompkins</u> for JPMorgan Chase Bank, N.A., a national banking association and that <u>he</u> has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

§

§

GIVEN UNDER MY HAND AND	SEAL OF OFFICE this <u>22</u> day of <u>July</u> , <u>2019</u> .
Jason ty	
	Notary Public in and for the State of [Texas]
JASON FRY Notary ID #131862180 My Commission Expires January 21, 2023	My Commission expires: <u>1/21/2023</u>

By: M.C.

Name: H.L. Tompkins

 Title:
 Theresa Allman Smith Grantor Trust

 JPMorgan Chase Bank, N.A, Co-Trustee
 H.L. Tompkins, Vice President