



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

March 24th, 2023

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

Re: Central Tank Battery: ALEUTIAN 10 CTB 3

Sec.-T-R: 10-23S-31E
Wells: Aleutian 10-3 Fed Com 211H - 213H, Aleutian 10-3 Fed Com 612H, Aleutian 10-3 Fed Com 702H, Aleutian 10-3 Fed Com 812H, MALDIVES 15-27 FED COM 234H - 236H
Agreements: Pending CAs Attached
Lease: NMNM077046, NMNM081953, NMNM121955, NMNM0405444, NMNM0405444A, NMNM0418220A
Pool: WC-015 G-08 S233102C; WOLFCAMP, LIVINGSTON RIDGE; BONE SPRING, JAMES RANCH; BONE SPRING
County: Eddy Co., New Mexico

Dear Mr. McClure:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells. This application is necessary due to diverse pools and leases/communitization agreements.

The working interest, royalty interest and overriding royalty interest owners are not identical, therefore notifications have been sent.

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

Subsequently drilled wells that produce from the subject pools within the project areas approved by this order may be added to this commingling authority by submittal of a Sundry Notice to the Engineering Bureau in Santa Fe.

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

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal". The signature is fluid and cursive, with the first name "Rebecca" and last name "Deal" clearly distinguishable.

Rebecca Deal
Regulatory Compliance Professional

Enclosures

Revised March 23, 2017

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

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

**ADMINISTRATIVE APPLICATION CHECKLIST**

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

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: Aleutian 10-3 Fed Com & Maldives 15-27 Fed Com Wells - See Attached **API:** See Attached
Pool: WC-015 G-08 S233102C; WOLFCAMP, LIVINGSTON RIDGE; BONE SPRING, JAMES RANCH; BONE SPRING **Pool Code:** 98123, 39350, & 33840

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

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

A. Location - Spacing Unit - Simultaneous Dedication

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

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

[I] Commingling - Storage - Measurement

☐ DHC☐ CTB☒ PLC☐ PC☐ OLS☐ OLM

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

☐ WFX☐ PMX☐ SWD☐ IPI☐ EOR☐ PPR**2) NOTIFICATION REQUIRED TO:** Check those which apply.A. ☐ Offset operators or lease holdersB. ☒ **Royalty, overriding royalty owners, revenue owners**C. ☐ Application requires published noticeD. ☐ Notification and/or concurrent approval by SLOE. ☒ **Notification and/or concurrent approval by BLM**F. ☐ Surface ownerG. ☐ For all of the above, proof of notification or publication is attached, and/or,H. ☐ No notice required**FOR OCD ONLY**☐ Notice Complete☐ Application
Content
Complete

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

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

Rebecca DealPrint or Type
Name

Signature

3/24/2023

Date

405-228-8429

Phone Number

Rebecca.deal@dvnm.com

e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department
OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. PLC-754
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

(A) POOL COMMINGLING

Please attach sheets with the following information

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

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

(B) LEASE COMMINGLING

Please attach sheets with the following information

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

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Analyst DATE: 3/24/2023
TYPE OR PRINT NAME Rebecca Deal TELEPHONE NO.: 405-228-8429
E-MAIL ADDRESS: Rebecca.deal@dmn.com

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

Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution

Proposal for Aleutian 10 CTB 3

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

CA - Pending, Leases NMNM077046- 12.5%, NMNM081953- 12.5%, NMNM121955- 12.5%,				
Well name	SHL	API	Pool	
ALEUTIAN 10-3 FED COM 612H	N-10-23S-31E	30-015-47397	98123	WC-015 G-08 S233102C; WOLFCAMP
ALEUTIAN 10-3 FED COM 702H	N-10-23S-31E	30-015-47394	98123	WC-015 G-08 S233102C; WOLFCAMP
ALEUTIAN 10-3 FED COM 812H	N-10-23S-31E	30-015-47405	98123	WC-015 G-08 S233102C; WOLFCAMP
CA – Pending, Leases NMNM077046- 12.5%, NMNM081953- 12.5%, NMNM121955- 12.5%				
Well name	SHL	API	Pool	
ALEUTIAN 10-3 FED COM 212H	M-10-23S-31E	30-015-46965	39350	LIVINGSTON RIDGE; BONE SPRING
CA - Pending, Leases NMNM077046- 12.5%, NMNM081953- 12.5%, NMNM121955- 12.5%,				
Well name	SHL	API	Pool	
ALEUTIAN 10-3 FED COM 213H	O-10-23S-31E	30-015-46966	39350	LIVINGSTON RIDGE; BONE SPRING
CA – NMNM142987, Leases - NMNM077046- 12.5%, NMNM081953- 12.5%				
Well name	SHL	API	Pool	
ALEUTIAN 10-3 FED COM 211H	M-10-23S-31E	30-015-46964	39350	LIVINGSTON RIDGE; BONE SPRING
CA – NMNM143573, Leases NMNM0405444- 12.5%, NMNM0405444A-12.5%, NMNM0418220A-12.5%				
Well name	SHL	API	Pool	
MALDIVES 15-27 FED COM 234H	O-10-23S-31E	30-015-47061	33840	JAMES RANCH; BONE SPRING
MALDIVES 15-27 FED COM 235H	P-10-23S-31E	30-015-47084	33840	JAMES RANCH; BONE SPRING
MALDIVES 15-27 FED COM 236H	P-10-23S-31E	30-015-47062	33840	JAMES RANCH; BONE SPRING

CA:

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

- NMNM142987 - Aleutian 10-3 Fed Com 211H – W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico, Containing 319.67 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

- Pending CA - Aleutian 10-3 Fed Com 212H – E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico, Containing 319.59 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).
- Pending CA - Aleutian 10-3 Fed Com 213H – W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico, containing 319.53 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).
- NMNM143573 - Maldives 15-27 Fed Com 233H-236H - Same CA - E/2 of Section 15, E/2 of Section 22 and E/2 of Section 27, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico that covers the W2 of Sec. 15, 22 and 27, containing 960.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).
- Pending CA - ALEUTIAN 10-3 FED COM 612H, 702H & 812H – Same CA - E2W2 WOLFCAMP - E2W2 of Section 10 and Lot 3, SENW, and E2SW of Section 3, Township 23 South, Range 31, containing **319.59** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

Oil & Gas metering:

The Aleutian 10 CTB 3 central tank battery is in SW/4 SE/4 & SE/4 SW/4, S10, T23S, R31E in Lea County, New Mexico Each well flows to its own 3-Phase Separator where the full well stream is separated into independent gas, oil, and water streams.

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

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

Flash gas that exits the heater treater(s) and ULPS(s) flows to the Vapor Recovery Unit (VRU). After exiting the VRU, the gas will be measured through a designated orifice meter for allocation.

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
MALDIVES 15-27 FED COM 235H	DVN / *	DVN / *	DVN / *
MALDIVES 15-27 FED COM 236H	DVN / *	DVN / *	DVN / *
MALDIVES 15-27 FED COM 234H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 211H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 212H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 213H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 702H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 812H	DVN / *	DVN / *	DVN / *
ALEUTIAN 10-3 FED COM 612H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

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

Process and Flow Descriptions:

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty. NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

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

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

Date: 2/6/2023

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

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

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

WATER ALLOCATION

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

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

Process and Flow Descriptions:

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

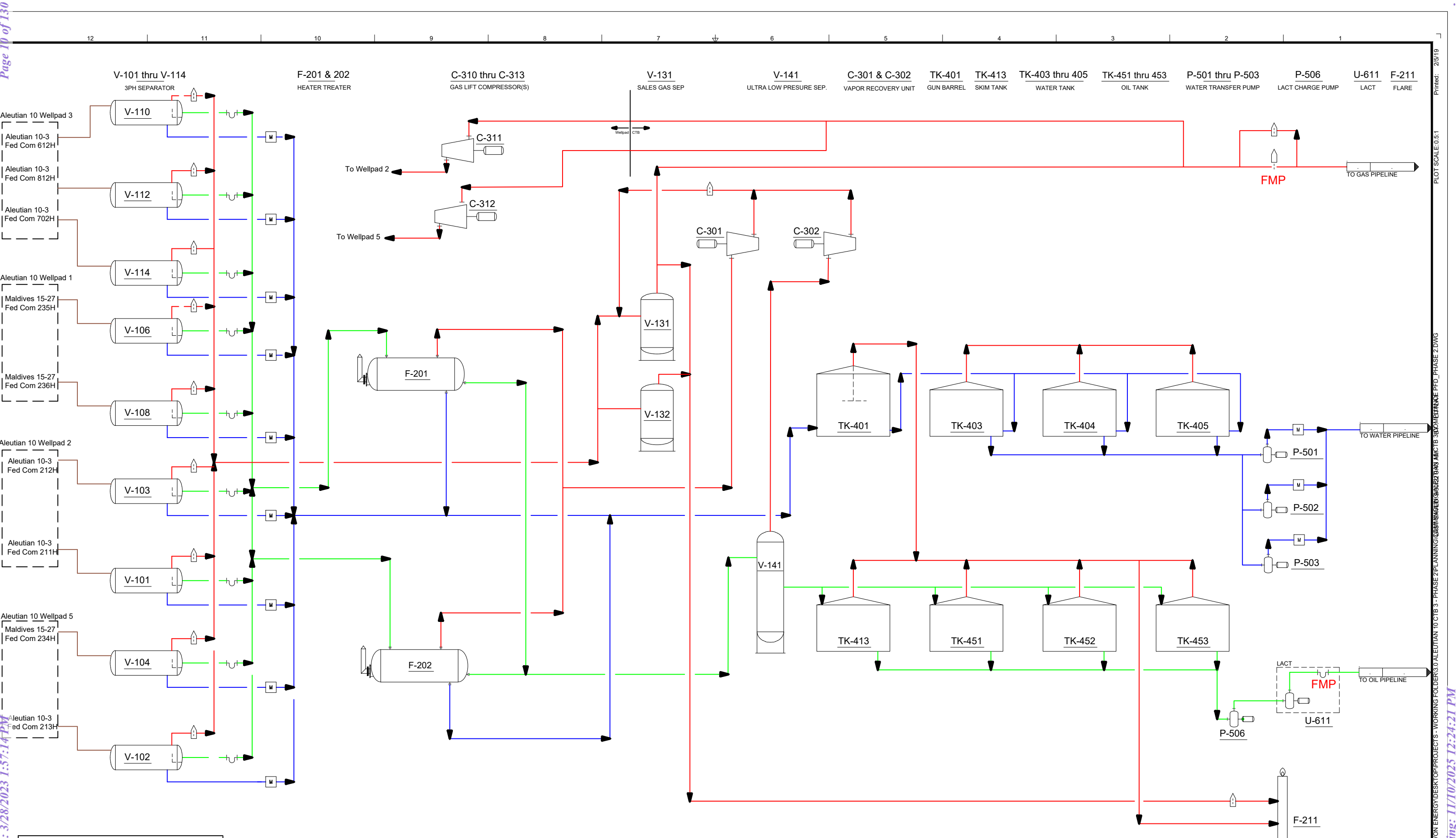
The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income,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

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

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

Received by OCD: 3/28/2023 1:57:14 PM

Released to Imaging: 11/10/2025 12:24:21 PM



LEGEND	
	ORIFICE METER
	CORIOLIS METER
	MAGNETIC METER
	OIL
	GAS
	WATER

DRAWING STATUS			DRAWN BY		DATE
ISSUED FOR	DATE	BY	ENGINEERED BY		DATE
PHA			APPROVED BY		DATE
BID			PROJECT No.:		000
CONSTRUCTION			DRAWING No.:		110-01
AS-BUILT					

CONFIDENTIAL

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

Devon Energy Corporation	
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
DBBU STANDARD P&ID'S	
SYMBOLS & ABBREVIATIONS	
FILE NAME	REV
Aleutian 10 CTB 3 Compliance PFD_Phase 2	C

Economic Justification Report

ALEUTIAN 10 CTB 3

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
ALEUTIAN 10-3 FED COM 612H	Sweet	NMNM121955-	12.5%	NMNM077046-	12.5%	NMNM081953-	12.5%	2105	46	5,809	1,393
ALEUTIAN 10-3 FED COM 702H	Sweet	NMNM121955-	12.5%	NMNM077046-	12.5%	NMNM081953-	12.5%	1767	46	4,869	1,393
ALEUTIAN 10-3 FED COM 812H	Sweet	NMNM121955-	12.5%	NMNM077046-	12.5%	NMNM081953-	12.5%	1193	49	5,053	1,430
ALEUTIAN 10-3 FED COM 212H	Sweet	NMNM121955-	12.5%	NMNM077046-	12.5%	NMNM081953-	12.5%	168	42	0	1,402
ALEUTIAN 10-3 FED COM 213H	Sweet	NMNM121955-	12.5%	NMNM077046-	12.5%	NMNM081953-	12.5%	187	42	359	1,402
ALEUTIAN 10-3 FED COM 211H	Sweet	NMNM077046-	12.5%	NMNM081953-	12.5%			168	42	222	1,402
MALDIVES 15-27 FED COM 234H	Sweet	NMNM0405444-	12.5%	NMNM0418220A-	12.5%	NMNM0405444A-	12.5%	524	42	1,322	1,402
MALDIVES 15-27 FED COM 235H	Sweet	NMNM0405444-	12.5%	NMNM0418220A-	12.5%	NMNM0405444A-	12.5%	417	42	1,065	1,402
MALDIVES 15-27 FED COM 236H	Sweet	NMNM0405444-	12.5%	NMNM0418220A-	12.5%	NMNM0405444A-	12.5%	371	42	882	1,402

Signed: _____



Date: 3/28/2023

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
6900.0	45.5	19581.0	1404.3

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

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

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

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

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46964	² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE ; BONE SPRING
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	⁶ Well Number 211H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3383.9

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	10	23 S	31 E		525	SOUTH	970	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	3	23 S	31 E		93	NORTH	320	WEST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
320			

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

<p>NW CORNER SEC. 3 LAT. = 32.3407440°N LONG. = 103.7742605°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>W/4 CORNER SEC. 3 LAT. = 32.3335111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>NW CORNER SEC. 10 LAT. = 32.3262527°N LONG. = 103.7742368°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>W/4 CORNER SEC. 10 LAT. = 32.3189960°N LONG. = 103.7742333°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SW CORNER SEC. 10 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>		<p>AS-DRILLED BOTTOM OF HOLE LAT. = 32.3404878°N LONG. = 103.7732234°W NMSP EAST (FT) N = 488053.77 E = 714321.38</p> <p>AS-DRILLED LAST TAKE POINT 122' FSL, 320' FWL LAT. = 32.3404083°N LONG. = 103.7732232°W NMSP EAST (FT) N = 488024.87 E = 714321.59</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM (OF 1983 (NAD83)) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE, VERTICAL DATUM NAVD83.</p> <p>AS-DRILLED KOP 170' FSL, 310' FWL LAT. = 32.3122056°N LONG. = 103.7732283°W NMSP EAST (FT) N = 477764.85 E = 714373.65</p> <p>ALEUTIAN 10-3 FED COM 211H ELEV. = 3383.9 LAT. = 32.3131824°N (NAD83) LONG. = 103.7710923°W NMSP EAST (FT) N = 478123.67 E = 715031.70</p> <p>S/4 CORNER SEC. 10 LAT. = 32.3117422°N LONG. = 103.7656802°W NMSP EAST (FT) N = 477608.56 E = 716706.45</p>		<p>NE CORNER SEC. 3 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88</p> <p>E/4 CORNER SEC. 3 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00</p> <p>NE CORNER SEC. 10 LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09</p> <p>SE CORNER SEC. 10 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92</p>	
---	--	--	--	---	--

¹⁷ OPERATOR CERTIFICATION

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

Chelsey Green 02/17/2021
Signature Date

Chelsey Green
Printed Name

chelsey.green@dmn.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

FEBRUARY 2, 2021
Date of Survey

Signature and Seal of Professional Surveyor:
Certificate Number: 12797
Survey No. 7343

Intent ☐ As Drilled ☒

API # 30-015-46964		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 211H

Kick Off Point (KOP)

UL M	Section 10	Township 23S	Range 31E	Lot	Feet 170	From N/S SOUTH	Feet 310	From E/W WEST	County EDDY
Latitude 32.3122056					Longitude 103.7732283				NAD 83

First Take Point (FTP)

UL M	Section 10	Township 23S	Range 31E	Lot	Feet 477	From N/S SOUTH	Feet 395	From E/W WEST	County EDDY
Latitude 32.3130496					Longitude 103.7729543				NAD 83

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 4	Feet 122	From N/S NORTH	Feet 320	From E/W WEST	County EDDY
Latitude 32.3404083					Longitude 103.7732232				NAD 83

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

☐ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

Form C-102
Revised August 1,
2011
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46965	² Pool Code 39350	³ Pool Name LIVINGSTON RIGDE ; BONE SPRING
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	⁶ Well Number 212H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3384.0

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	10	23 S	31 E		525	SOUTH	1000	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	3	23 S	31 E		92	NORTH	1699	WEST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
320			

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

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 02/17/2021 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dmv.com E-mail Address</p>
	<p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>FEBRUARY 2, 2021 Date of Survey</p> <p><i>Edmon F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: EDMON F. JARAMILLO, PLS 12797 Survey No. 7344</p>

Intent ☐ As Drilled ☒

API # 30-015-46965		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 212H

Kick Off Point (KOP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 158	From N/S SOUTH	Feet 1642	From E/W WEST	County EDDY
Latitude 32.3121757					Longitude 103.7689169				NAD 83

First Take Point (FTP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 646	From N/S SOUTH	Feet 1669	From E/W WEST	County EDDY
Latitude 32.3135164					Longitude 103.7688292				NAD 83

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 3	Feet 115	From N/S NORTH	Feet 1699	From E/W WEST	County EDDY
Latitude 32.3404260					Longitude 103.7687606				NAD 83

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

☐ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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District IV
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Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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2011
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46966	² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE ; BONE SPRING
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	⁶ Well Number 213H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3409.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	10	23 S	31 E		640	SOUTH	1867	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	3	23 S	31 E		100	NORTH	2347	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
320			

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

<p>NW CORNER SEC. 3 LAT. = 32.3407440°N LONG. = 103.7742605°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>W/4 CORNER SEC. 3 LAT. = 32.3335111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>NW CORNER SEC. 10 LAT. = 32.3262527°N LONG. = 103.7742368°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>W/4 CORNER SEC. 10 LAT. = 32.3189960°N LONG. = 103.7742333°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SW CORNER SEC. 10 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>			
<p>N89°43'46"E 2641.24 FT</p> <p>LOT 4 LOT 3 LOT 2 LOT 1</p> <p>AS-DRILLED LAST TAKE POINT 127' FNL, 2345' FEL LAT. = 32.3403916°N LONG. = 103.7647512°W NMSP EAST (FT) N = 488032.56 E = 716938.15</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARINGS AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD83.</p> <p>AS-DRILLED FIRST TAKE POINT 711' FSL, 2313' FEL LAT. = 32.3136976°N LONG. = 103.7646104°W NMSP EAST (FT) N = 478321.65 E = 717033.19</p> <p>AS-DRILLED KOP 339' FSL, 2332' FEL LAT. = 32.3126738°N LONG. = 103.7646716°W NMSP EAST (FT) N = 477949.13 E = 717016.25</p> <p>S/4 CORNER SEC. 10 LAT. = 32.3117422°N LONG. = 103.7656802°W NMSP EAST (FT) N = 477608.56 E = 716706.45</p> <p>NE CORNER SEC. 3 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88</p> <p>E/4 CORNER SEC. 3 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00</p> <p>NE CORNER SEC. 10 LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09</p> <p>SE CORNER SEC. 10 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92</p>			
<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Chelsey Green</i> 02/17/2021 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dvn.com E-mail Address</p>			
<p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>FEBRUARY 2, 2021 Date of Survey</p> <p><i>Edmon F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: EDMON F. JARAMILLO, PLS 12797 SURVEY NO. 7337B</p>			

Intent ☐ As Drilled ☒

API # 30-015-46966		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 213H

Kick Off Point (KOP)

UL O	Section 10	Township 23S	Range 31E	Lot	Feet 339	From N/S SOUTH	Feet 2332	From E/W EAST	County EDDY
Latitude 32.3126738					Longitude 103.7646716				NAD 83

First Take Point (FTP)

UL O	Section 10	Township 23S	Range 31E	Lot	Feet 711	From N/S SOUTH	Feet 2313	From E/W EAST	County EDDY
Latitude 32.3136976					Longitude 103.7646104				NAD 83

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 2	Feet 127	From N/S NORTH	Feet 2345	From E/W EAST	County EDDY
Latitude 32.3403916					Longitude 103.7647512				NAD 83

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

☐ YES

Is this well an infill well?

☐ NO

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47397	² Pool Code 98123	³ Pool Name WC-015 G-08 S233102C;WOLFCAMP
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
	⁶ Well Number 612H	
	⁹ Elevation 3387.0	

¹⁰ Surface Location

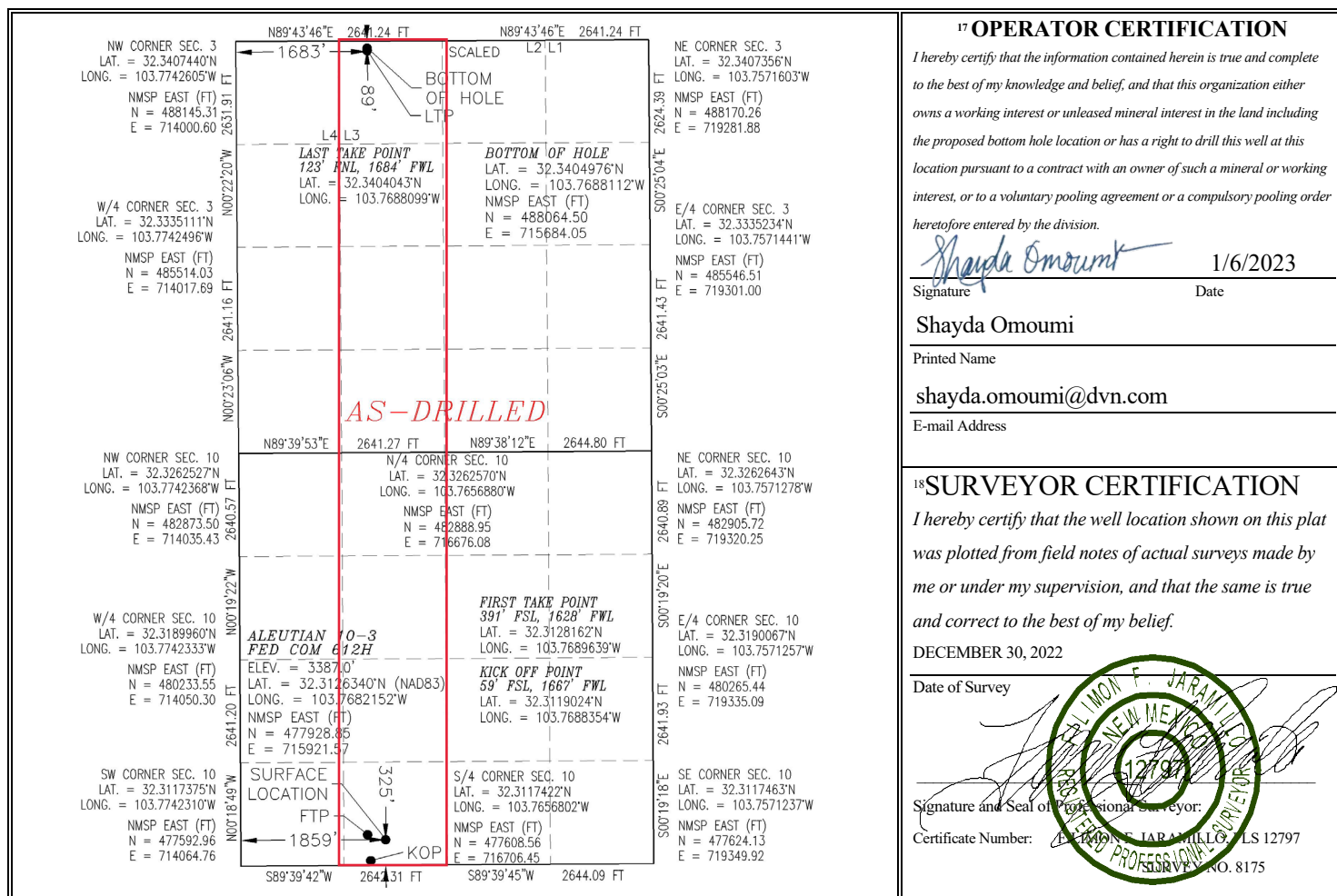
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	10	23 S	31 E		325	SOUTH	1859	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	3	23 S	31 E		89	NORTH	1683	WEST	EDDY

¹² Dedicated Acres 319.59	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Intent ☐ As Drilled ☒

API # 30-015-47397		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 612H

Kick Off Point (KOP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 59	From N/S SOUTH	Feet 1667	From E/W WEST	County EDDY
Latitude 32.3119024					Longitude 103.7688354			NAD 83	

First Take Point (FTP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 391	From N/S SOUTH	Feet 1628	From E/W WEST	County EDDY
Latitude 32.3128162					Longitude 103.7689639			NAD 83	

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 3	Feet 123	From N/S NORTH	Feet 1684	From E/W WEST	County EDDY
Latitude 32.3404043					Longitude 103.7688099			NAD 83	

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

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

API # 30-015-47405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 812H

KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
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OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

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[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47394	² Pool Code 98123	³ Pool Name WC-015 G-08 S233102C;WOLFCAMP
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 702H ⁹ Elevation 3387.2

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	10	23 S	31 E		325	SOUTH	1919	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	3	23 S	31 E		113	NORTH	2285	WEST	EDDY

¹² Dedicated Acres 319.59	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

NW CORNER SEC. 3
LAT. = 32.3407440°N
LONG. = 103.7742605°W

NMSP EAST (FT)
N = 488145.31
E = 714000.60

W/4 CORNER SEC. 3
LAT. = 32.3335111°N
LONG. = 103.7742496°W

NMSP EAST (FT)
N = 485514.03
E = 714017.69

NW CORNER SEC. 10
LAT. = 32.3262527°N
LONG. = 103.7742368°W

NMSP EAST (FT)
N = 482873.50
E = 714035.43

W/4 CORNER SEC. 10
LAT. = 32.3189960°N
LONG. = 103.7742333°W

NMSP EAST (FT)
N = 480233.55
E = 714050.30

SW CORNER SEC. 10
LAT. = 32.3117375°N
LONG. = 103.7742310°W

NMSP EAST (FT)
N = 477592.96
E = 714064.76

NE CORNER SEC. 3
LAT. = 32.3407356°N
LONG. = 103.7571603°W

NMSP EAST (FT)
N = 488170.26
E = 719281.88

E/4 CORNER SEC. 3
LAT. = 32.3335234°N
LONG. = 103.7571441°W

NMSP EAST (FT)
N = 485546.51
E = 719301.00

NE CORNER SEC. 10
LAT. = 32.3262643°N
LONG. = 103.7571278°W

NMSP EAST (FT)
N = 482905.72
E = 719320.25

E/4 CORNER SEC. 10
LAT. = 32.3190067°N
LONG. = 103.7571257°W

NMSP EAST (FT)
N = 480265.44
E = 719335.09

SE CORNER SEC. 10
LAT. = 32.3117463°N
LONG. = 103.7571237°W

NMSP EAST (FT)
N = 477624.13
E = 719349.92

AS-DRILLED

S89°39'42"W 2642.51 FT

S89°39'45"W 2644.09 FT

18 **OPERATOR CERTIFICATION**

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

Signature: Shayda Omoumi Date: 1/6/2023

Printed Name: Shayda Omoumi

shayda.omoumi@dvn.com

E-mail Address: _____

18 **SURVEYOR CERTIFICATION**

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

DECEMBER 30, 2022

Date of Survey: _____

Signature and Seal of Professional Surveyor: [Signature]

Certificate Number: 12797

Intent ☐ As Drilled ☒

API # 30-015-47394		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 702H

Kick Off Point (KOP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 46	From N/S SOUTH	Feet 2326	From E/W WEST	County EDDY
Latitude 32.3118680					Longitude 103.7667049				NAD 83

First Take Point (FTP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 367	From N/S SOUTH	Feet 2336	From E/W WEST	County EDDY
Latitude 32.3127498					Longitude 103.7666732				NAD 83

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 3	Feet 136	From N/S NORTH	Feet 2285	From E/W WEST	County EDDY
Latitude 32.3403583					Longitude 103.7668633				NAD 83

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

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

API # 30-015-47405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 812H

KZ 06/29/2018

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

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47405	² Pool Code 98123	³ Pool Name WC-015 G-08 S233102C;WOLFCAMP
⁴ Property Code 323063	⁵ Property Name ALEUTIAN 10-3 FED COM	⁶ Well Number 812H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3386.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	10	23 S	31 E		325	SOUTH	1889	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	3	23 S	31 E		103	NORTH	1992	WEST	EDDY

¹² Dedicated Acres 319.59	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

	<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Shayda Omoumi</i> 1/6/2023 Signature Date</p> <p>Shayda Omoumi Printed Name</p> <p>shayda.omoumi@dvn.com E-mail Address</p> <p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 30, 2022 Date of Survey</p> <p><i>Imon E. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 Survey No. 8176A</p>
--	---

Intent ☐ As Drilled ☒

API # 30-015-47405		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: ALEUTIAN 10-3 FED COM	Well Number 812H

Kick Off Point (KOP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 37	From N/S SOUTH	Feet 1963	From E/W WEST	County EDDY
Latitude 32.3118426					Longitude 103.7678786			NAD 83	

First Take Point (FTP)

UL N	Section 10	Township 23S	Range 31E	Lot	Feet 380	From N/S SOUTH	Feet 2021	From E/W WEST	County EDDY
Latitude 32.3127850					Longitude 103.7676906			NAD 83	

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 3	Feet 128	From N/S NORTH	Feet 1991	From E/W WEST	County EDDY
Latitude 32.3403894					Longitude 103.7678139			NAD 83	

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

☐

Is this well an infill well?

☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



United States Department of the Interior

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:

SEP 09 2021

NMNM142987
3105.2 (NM920)

Reference:

Communitization Agreement

- Aleutian 10-3 Fed Com 211H
Section 10: W/2 W/2
Section 3: Lot 4, W/2 SW, SWNW
T. 23 S., R. 31 E., N.M.P.M.
Eddy County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM142987 involving 160 acres of Federal land in lease NMNM 77046, and 159.67 acres of Federal land in lease NMNM 81953, Eddy County, New Mexico, which comprise a 319.67 acres well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Springs formation beneath the W/2 W/2 of Section 10, and the Lot 4, W/2 SW, SWNW of Section 3, T. 23 S., R. 31 E., N.M.P.M., Eddy County, NM, and is effective April 1, 2020. 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.

INTERIOR REGION 5 · MISSOURI BASIN
Kansas, Most of Montana, North Dakota,
Nebraska, South Dakota

INTERIOR REGION 6 · ARKANSAS-
RIO GRANDE-TEXAS GULF
Oklahoma, Texas

INTERIOR REGION 7 · UPPER
COLORADO BASIN
Colorado, New Mexico, Utah, Wyoming

2

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

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone at (505) 954-2138.

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

Sincerely,

KYLE PARADIS

Digitally signed by KYLE
PARADIS
Date: 2021.09.09 11:25:12
-06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver
NM Taxation & Revenue Dept. (Revenue Processing Div.)
NMOCD
NM (9200)
NM (P0220-CFO, File Room)
NMSO (NM925, File)
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 W/2 W/2 of Section 10, and the Lot 4, W/2 SW, SWNW of Section 3, T. 23 S., R. 31 E., N.M.P.M., Eddy County, NMPM, as to all producible hydrocarbons from the Bone Springs 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: SEP 09 2021

KYLE
PARADIS

Digitally signed by KYLE
PARADIS
Date: 2021.09.09
11:27:04 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: April 1, 2020

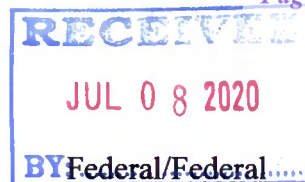
Contract No.: Com. Agr. NMNM142987

RECEIVED

JUL - 8 2020

BLM, NMSO
SANTA FE

COMMUNITIZATION AGREEMENT

Contract No. Nmmn 142987

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

WITNESSETH:

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

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

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

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

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

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

Section 10: W2W2

Section 3: Lot 4, W2SW, SWNW

Eddy County, New Mexico

Containing 319.67 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

10. The date of this agreement is April 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

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

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

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

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


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

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

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

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

Date: 4/15/2020

By: Catherine Lebsack
Catherine Lebsack, Vice President 

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

Date: 5/1/2020

By: Paul Marchand
Paul Marchand, President

EOG Resources, Inc.
(Record Title Owner)

Date: _____

By: _____

Title _____

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

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

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

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

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

Date: _____

By: _____
Catherine Lebsack, Vice President

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

Date: _____

By: _____
Zachary Q. Carlile, Chief Executive Officer

EOG Resources, Inc.
(Record Title Owner)

Date: 4-21-20

By: Wendy Daltz
Title Attorney-in-Fact

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 15th day of JUNE, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

8/7/22



Kami Carroll
 Notary Public

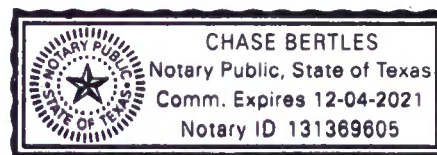
STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

The foregoing instrument was acknowledged before me on this 2nd day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

Chase Bertles
 Notary Public

STATE OF _____ §
 §
 COUNTY OF _____ §



The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by _____, as _____ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

 Notary Public

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

 Notary Public

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

 Notary Public

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on this 21st day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires

10-17-2023

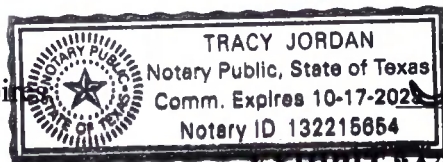


EXHIBIT "A"

Tracy Jordan
 Notary Public

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT

Aleutian 10-3 Fed Com 211H

SHL: 525' FSL, 970' FWL, Sec. 10-23S-31E

BHL: 20' FNL, 330' FWL, Sec. 3-23S-31E

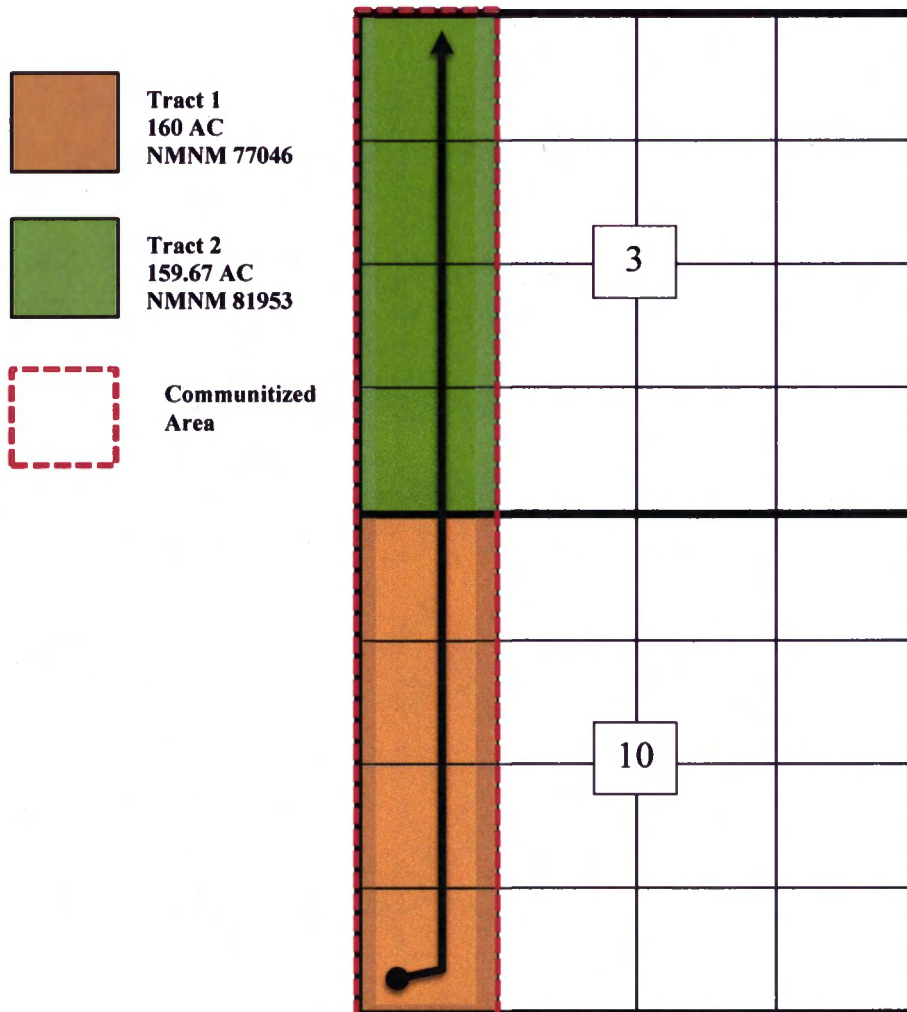


EXHIBIT "B"

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Operating Partners, L.P.
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers W2W2
Number of Acres:	160.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

Tract No. 2

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

Lease Term: 5 years
Lessor: United States of America
Original Lessee: Yates Petroleum Corporation
Present Lessee: EOG Resources, Inc. – 50.00%
 Devon Energy Production Co., LP – 43.75%
 Camterra Resources Partners, Ltd. – 6.25%
Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
 Section 3: Insofar and only insofar as said lease covers
 Lot 4, W2SW, SWNW
Number of Acres: 159.67
Royalty Rate: 1/8th
Name and Percent WI Owners: Devon Energy Production Co., LP
 Camterra Resources Partners, Ltd.
Name and Percent ORRI Owners: None

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	160.00	50.0516%
<u>Tract No. 2</u>	<u>159.67</u>	<u>49.9484%</u>
	319.67	100.0000%



United States Department of the Interior



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:

NMNM143573 (NMNM105736951)

3105.2 (NM920)

NOV 16 2022

Reference:

Communitization Agreement

Maldives 15-27 Fed Com #234H, #235H, #236H

Section 15: E2,

Section 22: E2,

Section 27: E2.

T. 23 S., R. 31 E., N.M.P.M.

Eddy County, NM

Devon Energy Production Company, L.P.

333 W. Sheridan Avenue

Oklahoma City, OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143573 involving 320.00 acres of Federal land in lease NMNM0405444, 320.00 acres of Federal land in lease NMNM0405444A, and 320.00 acres of Federal land in lease NMNM0418220A, Eddy County, New Mexico, which comprise a 960.00 acre well spacing unit.

The agreement communitizes all rights to all producible oil and gas from the Bone Spring formation beneath the E2 of sec. 15, E2 of sec. 22, and the E2 of sec. 27, T. 23 S., R. 31 E., NMPM, Eddy County, NM, and is effective February 1, 2020. 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.

2

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,

KYLE
PARADIS

Digitally signed by KYLE
PARADIS
Date: 2022.11.16
08:33:55 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NMP010, (CFO, File Room)

NMSO (NM925, File)

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143573 involving Federal Leases NMNM0405444, NMNM0405444A, and NMNM0418220A. This Communitization Agreement is in Secs. 15, 22 and 27, T. 23 S., R. 31 E., NMPM, Eddy County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

KYLE
PARADIS

Digitally signed by KYLE
PARADIS
Date: 2022.11.16 08:34:24
-07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: February 1, 2020
Contract No.: NMNM143573

RECEIVED

BLM NMSO
SEP:23:2020 12:06:08
RECEIVED

AUG 04 2021

BLM, NMSO
SANTA FEFederal Communitization AgreementContract No. NMNM 143573

THIS AGREEMENT entered into as of the 1st day of February 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

E/2 of Section 15

E/2 of Section 22

E/2 of Section 27

Eddy County, New Mexico

Containing 960.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, 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 February 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. 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

By: Catherine Lebsock

Operator/Vice President

Date



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 20th day of September, 2020, 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)



8/7/22
My Commission Expires

Kami Carroll
Notary Public

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

Date _____

By: Catherine LebsackName: Catherine LebsackTitle: Vice PresidentCompany: Devon Energy Production Company, L.P. *KD***ACKNOWLEDGEMENT**STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)On this 2nd day of September, 2020, before me, a Notary Publicfor 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)

8/7/22
My Commission ExpiresKami Carroll
Notary Public

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

July 2, 2020
Date

By: Thomas E. Kelly
Name: Thomas E. Kelly
Title: TEK Properties LTD

ACKNOWLEDGEMENT

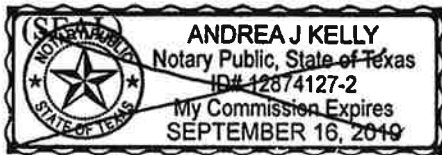
STATE OF Texas)
) ss.
COUNTY OF Brazos)

On this 2nd day of July, 2020, before me, a Notary Public

for the State of Texas, personally

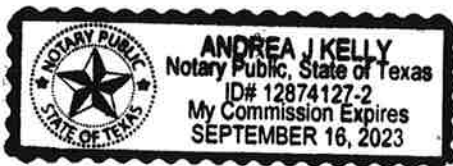
appeared THOMAS E. Kelly, known to me to be the

General Partner of TEK Properties LTD.



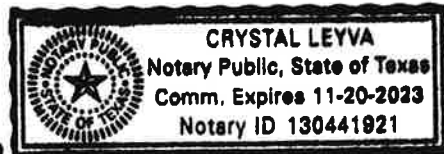
9-16-23
My Commission Expires

Andrea Kelly
Notary Public



**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 6/24/20By: Name: _____
Title: Joe N Gifford**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Midland) ss.On this 29th day of June, 2020, before me, a Notary Publicfor the State of Texas, personallyappeared Joe N. Gifford, known to me to be the_____ of Joe N Gifford.

(SEAL)

11-20-23
My Commission Expires
Notary Public

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

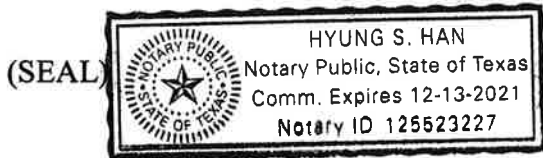
7/2/20
Date

By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Otto Eugene Schroeder, Jr.

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

On this 2nd day of July, 2020, before me, a Notary Public
for the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Otto Eugene Schroeder, Jr.



12/13/2021
My Commission Expires

[Signature]
Notary Public

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

7-8-2020
Date

By: Catherine M Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 7 day of July, 2020, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5-17-2024
My Commission Expires

Susan C Serna
Notary Public

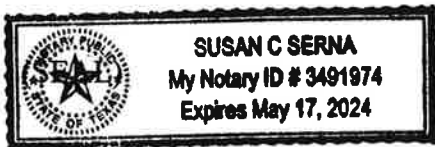
**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

8-4-2020
Date

By: [Signature]
Name: LM Olson, Trustee
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.
On this 4 day of August, 2020, before me, a Notary Public
for the State of Texas, personally
appeared LM Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.



5-17-2024
My Commission Expires

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 7/1/2020By: [Signature]Name: Alicia M. SurrattTitle: Nancy Stallworth Thomas Marital Trust
JPMorgan Chase Bank, N.A. Co-Trustee
Alicia M. Surratt, Executive Director**ACKNOWLEDGEMENT**STATE OF [TEXAS])
) ss.
COUNTY OF [DALLAS])

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 1st day of June, 2020.[Signature]Notary Public in and for the State of TexasMy Commission expires: 5-22-2021

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

7/1/2020
Date

By: 

Name: Alicia M. Surratt

Title: P A Allman Trust
JPMorgan Chase Bank, N.A., Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

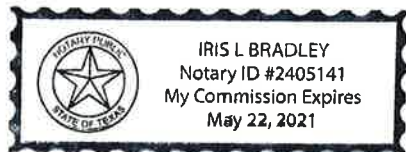
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.



Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



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

7/1/2020
Date

By: 

Name: Alicia M. Surratt

Title: George M Allman III Trust
JPMorgan Chase Bank, N.A, Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.



Notary Public in and for the State of [Texas]

My Commission expires: 5/22/2021



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

7/1/2020
Date

By: 

Name: Alicia M. Surratt

Title: Marilyn M Allman Trust
JPMorgan Chase Bank, N.A, Trustee
Alicia M. Surratt, Executive Director


STATE OF [Texas] §

§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.



Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



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

7/1/2020
Date

By: [Signature]

Name: Alicia M. Surratt

Title: Jill Allman Mancuso Trust
JPMorgan Chase Bank, N.A., Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

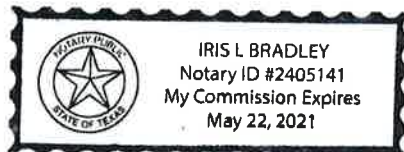
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.

[Signature]

Notary Public in and for the State of [Texas]

My Commission expires 5/22/2021



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

7/1/2020
Date

By: 

Name: Alicia M. Surratt

Title: Donald C Allman Trust
JPMorgan Chase Bank, N.A., Trustee
Alicia M. Surratt, Executive Director

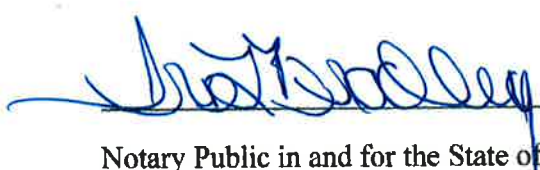
STATE OF [Texas] §

§

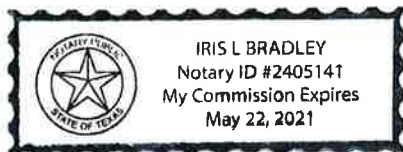
COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.


Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 7/1/2020By: [Signature]Name: Alicia M. SurrattTitle: George Allman Jr Trust
JPMorgan Chase Bank, N.A., Trustee
Alicia M. Surratt, Executive DirectorSTATE OF [Texas] §

§

COUNTY OF [Dallas] §

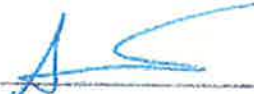
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.[Signature]
Notary Public in and for the State of [Texas]My Commission expires 5-22-2021

Seal not intended

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

7/1/2020
Date

By: 

Name: Alicia M. Surratt

Title: Mary Elizabeth Schram Trust
JPMorgan Chase Bank, N.A. Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §


§

COUNTY OF [Dallas] §

§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.


Notary Public in and for the State of [Texas]

My Commission expires 5-22-2021



**/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 7/1/2020By: [Signature]Name: Alicia M. SurrattTitle: Margaret Sue Schroeder Trust
JPMorgan Chase Bank, N.A. Trustee
Alicia M. Surratt, Executive DirectorSTATE OF [Texas] §

§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.[Signature]Notary Public in and for the State of [Texas]My Commission expires: 5/22/2021

2020/07/01 - 10:00:00

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

7/1/2020
Date

By: AS

Name: Alicia M. Surratt

Title: Michelle Allman Grantor Trust
JPMorgan Chase Bank, N.A. Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.

Iris L Bradley
Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



Revised - 1/20/21

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

7/1/2020
Date

By: AS

Name: Alicia M. Surratt

Title: Theresa Allman Smith Grantor Trust
JPMorgan Chase Bank, N.A. Trustee
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, 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 Alicia M. Surratt 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.

Iris L Bradley
Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



U:\wp\external

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD6/25/2020
Date

By:

Walter P. Jones

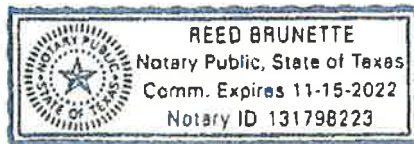
Name:

Walter P. JonesTitus Oil & Gas Production, LLC

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF TARRANT) ss.On this 25TH day of JUNE, 2020, before me, a Notary Public
for the State of TEXAS, personallyappeared WALTER P. JONES, known to me to bethe VICE PRESIDENT - LAND of Titus Oil & Gas
Production, LLC, the corporation that executed the foregoing instrument and acknowledged to
me such corporation executed the same.

(SEAL)

11/15/2022
My Commission ExpiresReed Brunette
Notary Public

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

7/9/2020
Date

By: John V. Schneider
Name: John V. Schneider
Title: Occidental Permian Limited Partnership

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

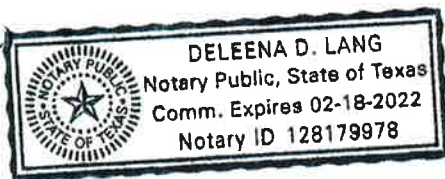
On this 9th day of July, 2020, before me, a Notary Public

for the State of Texas, personally

appeared John V. Schneider, known to me to be

the Attorney-in-Fact of Occidental Permian, Ltd.,
the corporation that executed the foregoing instrument and acknowledged to me such corporation
executed the same.

(SEAL)



My Commission Expires

Deleena D. Lang
Notary Public

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

7/9/2020
Date

By: [Signature]
Name: John V. Schneider
Title: OXY USA INC

ACKNOWLEDGEMENT

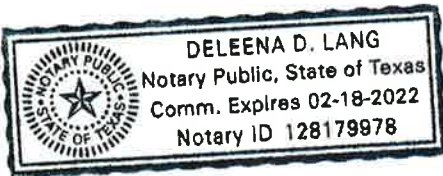
STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 9th day of July, 2020, before me, a Notary Public
for the State of Texas, personally

appeared John V. Schneider, known to me to be

the Attorney-in-Fact of OXY USA INC., the
corporation that executed the foregoing instrument and acknowledged to me such corporation
executed the same.

(SEAL)



My Commission Expires _____

[Signature]
Notary Public

EXHIBIT "A"

To Communitization Agreement dated February 1, 2020 embracing the following described land in E/2 of Section 15, E/2 of Section 22 and E/2 of Section 27, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

PLAT**Maldives 15-27 Fed Com 234H**

SHL: 640' FSL, 1897' FEL, Sec. 10-23S-31E

BHL: 20' FSL, 1920' FEL, Sec. 27-23S-31E
(INFILL WELL)

Maldives 15-27 Fed Com 235H

SHL: 15' FSL, 745' FEL, Sec. 10-23S-31E

BHL: 20' FSL, 1130' FEL, Sec. 27-23S-31E
(DEFINING WELL - 960 AC HSU)

Maldives 15-27 Fed Com 236H

SHL: 15' FSL, 715' FEL, Sec. 10-23S-31E

BHL: 20' FSL, 330' FEL, Sec. 27-23S-31E
(INFILL WELL)



Tract 1
320 AC
NMNM 405444



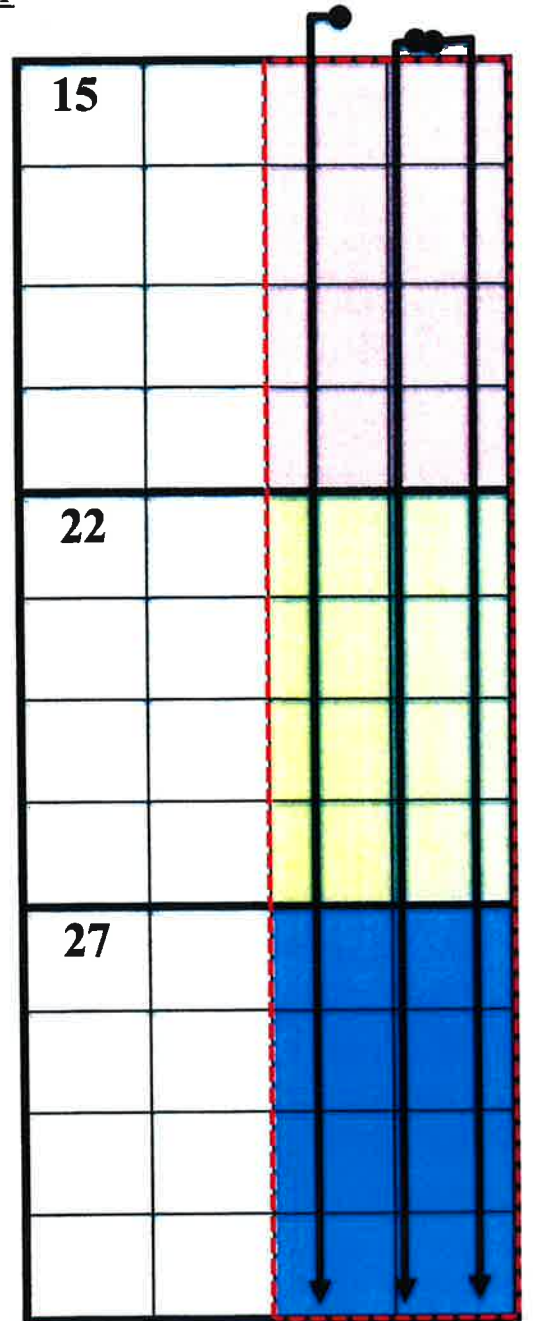
Tract 2
320 AC
NMNM 405444A



Tract 3
320 AC
NMNM 418220A



Communitized Area



234H 235H 236H

EXHIBIT "B"

To Communitization Agreement dated February 1, 2020 embracing the following described land in E/2 of Section 15, E/2 of Section 22 and E/2 of Section 27, 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 COMMITTEDTract No. 1

Lease Serial Number:	NMNM 405444
Description of Land Committed:	E/2 of Section 15, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico
Number of Acres:	320.00
Current Lessee of Record:	Devon Energy Production Company, L.P.
Name of ORRI Owners:	L E OPPERMAN DOUGLAS ABELL DENTON BALONEY FEATHERS LTD FIGURE 4 INVESTMENT TRUST SOURCE ROCK MINERALS LP LORRAINE L JOHNSON FAMILY TRUST INNERARITY FAMILY MINERALS LLC TD MINERALS LLC LISA GAIL KARABATSOS DEVON ENERGY PROD CO LP JADT MINERALS LTD JOE N GIFFORD GEORGIA B BASS PATRICIA BOYLE YOUNG KIMBELL ROYALTY HOLDINGS LLC RICHARD DONALD JONES JR PONY OIL OPERATING LLC MOMENTUM MINERALS OPERATING LP MERPEL LLC PATRICIA B YOUNG MGMT TR PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 98.944363%
TEK Properties LTD – 0.200%
Joe N Gifford – 0.195312%
Otto E Schroeder Jr – 0.001392%
Catherine M Grace – 0.001392%
Mary Margaret Olson Trust – 0.00132%
The Nancy Stallworth Thomas Marital Trust – 0.008309%
P A Allman Trust – 0.000219%
George M Allman III Trust – 0.000219%
Marilyn M Allman Trust – 0.000219%
Jill Allman Mancuso Trust – 0.000219%
Donald C Allman Trust - 0.043734%
George Allman Jr Trust – 0.043734%
Mary Elizabeth Schram Trust – 0.043734%
Margaret Sue Schroeder Trust – 0.043734%
Michelle Allman Grantor Trust – 0.001311%
Theresa Allman Smith Grantor Trust – 0.001311%
Titus Oil & Gas Production, LLC – 0.326925%

Non-Consenting parties under Pooling Order No R-21318:

Nancy Thomas – 0.008309%
Alfred F Schram Senior Estate – 0.000436%
Schram Family Living Revoc Trust – 0.000436%
Northern Bank & Trust, Trustee of the Mary Patricia
Dougherty Trust – 0.133300%

Tract No. 2

Lease Serial Number:	NMNM 405444A
Description of Land Committed:	E/2 of Section 22, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico
Number of Acres:	320.00
Current Lessee of Record:	Devon Energy Production Company, L.P.
Name of ORRI Owners:	L E OPPERMAN DOUGLAS ABELL DENTON BALONEY FEATHERS LTD FIGURE 4 INVESTMENT TRUST SOURCE ROCK MINERALS LP LORRAINE L JOHNSON FAMILY TRUST INNERARITY FAMILY MINERALS LLC TD MINERALS LLC LISA GAIL KARABATSOS DEVON ENERGY PROD CO LP

JADT MINERALS LTD
JOE N GIFFORD
GEORGIA B BASS
PATRICIA BOYLE YOUNG
KIMBELL ROYALTY HOLDINGS LLC
RICHARD DONALD JONES JR
PONY OIL OPERATING LLC
MOMENTUM MINERALS OPERATING LP
MERPEL LLC
PATRICIA B YOUNG MGMT TR
PEGASUS RESOURCES LLC
MCMULLEN MINERALS LLC

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 93.880880%
Occidental Permian LTD – 5.063483%
TEK Properties LTD – 0.200000%
Joe N Gifford – 0.195312%
Otto E Schroeder Jr – 0.001392%
Catherine M Grace – 0.001392%
Mary Margaret Olson Trust – 0.001392%
The Nancy Stallworth Thomas Marital Trust – 0.008309%
P A Allman Trust – 0.000219%
George M Allman III Trust – 0.000219%
Marilyn M Allman Trust - .000219%
Jill Allman Mancuso Trust – 0.000219%
Donald C Allman Trust - 0.043734%
George Allman Jr Trust – 0.043734%
Mary Elizabeth Schram Trust – 0.043734%
Margaret Sue Schroeder Trust – 0.043734%
Michelle Allman Grantor Trust – 0.001311%
Theresa Allman Smith Grantor Trust – 0.001311%
Titus Oil & Gas Production, LLC – 0.326925%

Non-Consenting parties under Pooling Order No R-21318:

Nancy Thomas – 0.008309%
Alfred F Schram Senior Estate -- 0.000437%
Schram Family Living Revoc Trust – 0.000437%
Northern Bank & Trust, Trustee of the Mary Patricia
Dougherty Trust – 0.133300%

Tract No. 3

Lease Serial Number: NMNM 418220A

Description of Land Committed: E/2 of Section 27, Township 23 South, Range 31
East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 320.00

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

Name of ORRI Owners:

RICHARD C GIBSON
L E OPPERMAN
DOUGLAS ABELL DENTON
REGENT OIL & GAS COMPANY LP
MARY LOU CASSIDY
BALONEY FEATHERS LTD
FIGURE 4 INVESTMENT TRUST
HILL INVESTMENTS LTD
MICKEY GIBSON
CHRISTENSEN RESOURCE PROPERTIES LP
CHRISTENSEN HOLDINGS LP
INNERARITY FAMILY MINERALS LLC
TD MINERALS LLC
LISA GAIL KARABATSOS
DEVON ENERGY PROD CO LP
GEOMAR RESOURCES INC
JADT MINERALS LTD
JOE N GIFFORD
GEORGIA B BASS
DOROTHY J KEENOM INDIV
H-S MINERALS & REALTY LTD
PERRY RESOURCES LLC
HOUSTON & EMMA HILL TRUST ESTATE
JAMES R HILL FAMILY LTD PTNRSP
GLENN LATTIMORE FAMILY LP
RICHARD DONALD JONES JR
NANCY PUFF JONES TRUST
PONY OIL OPERATING LLC
MOMENTUM MINERALS OPERATING LP
MERPEL LLC
WEST BEND ENERGY PARTNERS LLC
PATRICIA B YOUNG MGMT TR
PEGASUS RESOURCES LLC
MCMULLEN MINERALS LLC

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 93.412621%
 OXY USA INC – 5.531741%
 TEK Properties LTD – 0.200000%
 Joe N Gifford – 0.195313%
 Otto E Schroeder Jr – 0.001391%
 Catherine M Grace – 0.001391%
 Mary Margaret Olson Trust – 0.001391%
 The Nancy Stallworth Thomas Marital Trust – 0.008310%
 P A Allman Trust – 0.000219%
 George M Allman III Trust – 0.000219%
 Marilyn M Allman Trust – 0.000219%
 Jill Allman Mancuso Trust – 0.000219%
 Donald C Allman Trust – 0.043735%
 George Allman Jr Trust – 0.043735%
 Mary Elizabeth Schram Trust – 0.043735%
 Margaret Sue Schroeder Trust – 0.043735%
 Michelle Allman Grantor Trust – 0.001311%
 Theresa Allman Smith Grantor Trust – 0.001311%
 Titus Oil & Gas Production, LLC – 0.326925%

Non-Consenting parties under Pooling Order No R-21318:

Nancy Thomas – 0.008310%
 Alfred F Schram Senior Estate – 0.000437%
 Schram Family Living Revoc Trust – 0.000437%
 Northern Bank & Trust, Trustee of the Mary Patricia
 Dougherty Trust – 0.133300%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	33.3333% ⁴ ✓
2	320.00	33.3333%
3	<u>320.00</u>	<u>33.3333%</u>
Total	960.00	100.0000%

BLM-NMSO
SEP:23:2020 12:06:48
RECEIVED

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
DEVON ENERGY PRODUCTION COMPANY, L.P.**

CASE NO. 21181ORDER NO. R-21318

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on April 30, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. Devon Energy Production Company, L.P. ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.

11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by an amendment of this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit to each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a

CASE NO. 21181
ORDER NO. R-21318

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Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.

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ORDER NO. R-21318

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30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL
DIRECTOR

AES/jag

Date: 5/07/2020

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ORDER NO. R-21318

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Exhibit A

COMPULSORY POOLING APPLICATION CHECKLIST	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21181	APPLICANT'S RESPONSE
Date: April 28, 2020	
Applicant	Devon Energy
Designated Operator & OGRID (affiliation if applicable)	6137
Applicant's Counsel:	Michael H. Feldewert
Case Title:	Application of Devon Energy Production Company, L.P. for Compulsory Pooling, Eddy County, New Mexico
Entries of Appearance/Intervenors:	None
Well Family	Maldives 15-27 Fed Com wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Bone Spring
Primary Product (Oil or Gas):	Oil
Pooling this vertical extent:	Entire formation
Pool Name and Pool Code:	James Ranch; Bone Spring (33840)
Well Location Setback Rules:	Statewide Rules
Spacing Unit Size:	960-acres
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	960-acres
Building Blocks:	Quarter-Quarter sections
Orientation:	North-South
Description: TRS/County	E/2 of Sections 15, 22, and 27, 23S, 31E, Eddy County
Standard Horizontal Well Spacing Unit (Y/N), if No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	None
Proximity Tracts: If yes, description	W/2 E/2
Proximity Defining Well: if yes, description	Maldives 15-27 Fed Com #235H Well
Applicant's Ownership in Each Tract	Exhibit A-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	Exhibit A-1 (Form C-102 plats)


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Well #1	Maldives 15-27 Fed Com 234H Well (API pending) SHL: 640' FSL & 1897' FEL (Unit D) of Section 10, 23S, 31E BHL: 20' FSL & 1920' FEL (Unit D) of Section 27, 23S, 31E Completion Target: Bone Spring Formation Well Orientation: North to South Completion Location: Standard
Well #2	Maldives 15-27 Fed Com 235H Well (API pending) SHL: 15' FSL & 745' FEL (Unit P) of Section 10, 23S, 31E BHL: 20' FSL & 1130' FEL (Unit P) of Section 27, 23S, 31E Completion Target: Bone Spring Formation Well Orientation: North to South Completion Location: Standard
Well #3	Maldives 15-27 Fed Com 236H Well (API pending) SHL: 15' FSL & 715' FEL (Unit P) of Section 10, 23S, 31E BHL: 20' FSL & 330' FEL (Unit P) of Section 27, 23S, 31E Completion Target: Bone Spring Formation Well Orientation: North to South Completion Location: Standard
Horizontal Well First and Last Take Points	Exhibit A-1 (Form C-102 plats)
Completion Target (Formation, TVD and MD)	Exhibit A-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit A
Requested Risk Charge	200%
Notice of Hearing	
Proposed Notice of Hearing	Exhibit C
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit C
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit D
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit A-3
Tract List (including lease numbers and owners)	Exhibit A-3
Pooled Parties (including ownership type)	Exhibit A-3
Unlocatable Parties to be Pooled	Exhibit A-3 and Exhibit C
Ownership Depth Severance (including percentage above & below)	N/A
Joinder	

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Sample Copy of Proposal Letter	Exhibit A-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit A-3
Chronology of Contact with Non-Joined Working Interests	Exhibit A-5
Overhead Rates in Proposal Letter	Exhibit A-4
Cost Estimate to Drill and Complete	Exhibit A-4
Cost Estimate to Equip Well	Exhibit A-4
Cost Estimate for Production Facilities	Exhibit A-4
Geology	
Summary (including special considerations)	Exhibit B
Spacing Unit Schematic	Exhibit A-2
Gunbarrel/Lateral Trajectory Schematic	Exhibit B-1
Well Orientation (with rationale)	Exhibit B
Target Formation	Exhibit B
HSU Cross Section	Exhibit B-3
Depth Severance Discussion	Exhibit B (n/a)
Forms, Figures and Tables	
C-102	Exhibit A-1
Tracts	Exhibit A-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit A-3
General Location Map (Including basin)	Exhibit A-2
Well Bore Location Map	Exhibit B-1
Structure Contour Map - Subsea Depth	Exhibit B-1
Cross Section Location Map (Including wells)	Exhibit B-2
Cross Section (Including Landing Zone)	Exhibit B-3
Additional Information	
Special Provisions/Stipulations	N/A
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative)	Michael H. Feldewert
Signed Name (Attorney or Party Representative):	
Date:	28 Apr 20

CASE NO. 21181
ORDER NO. R-21318

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Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of May 2022, 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:

**E2W2 of Section 10-23S-31E and
Lot 3, SENW, E2SW of Section 3-23S-31E
Eddy County, New Mexico**

Containing **319.59** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

Aleutian 10-3 Fed Com 612H, 702H, and 812H

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

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

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

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

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 1, 2022 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, Record Title and Working Interest Owner)

Date

By: _____
Lindsey N. Miles, Land Manager

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____,
20____, by Lindsey N. Miles, Land Manager for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

Aleutian 10-3 Fed Com 612H, 702H, and 812H

EXHIBIT "A"

To Communitization Agreement dated May 1, 2022, embracing the following described land in E2W2 of Section 10 and Lot 3, SENW, and E2SW of Section 3, Township 23 South, Range 31 East, Eddy County, New Mexico.

Aleutian 10-3 Fed Com 612H

SHL: 325' FSL & 1859' FWL, Sec 10-23S-31E

BHL: 20' FNL & 1650' FWL, Sec 3-23S-31E

Aleutian 10-3 Fed Com 702H

SHL: 325' FSL & 1919' FWL, Sec 10-23S-31E

BHL: 20' FNL & 2310' FWL, Sec 3-23S-31E

Aleutian 10-3 Fed Com 812H

SHL: 325' FSL & 1889' FWL, Sec 10-23S-31E

BHL: 20' FNL & 1980' FWL, Sec 3-23S-31E



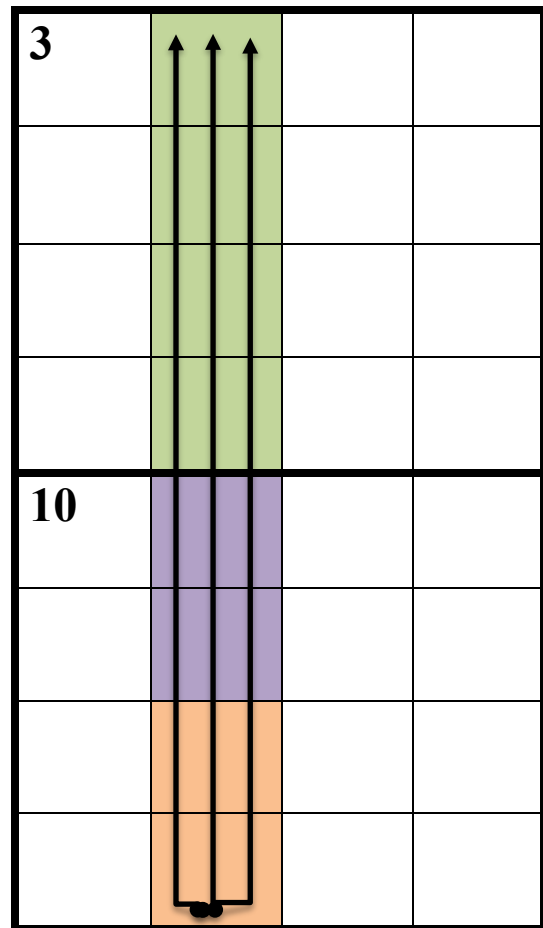
Tract 1
NMNM 121955
80 acres



Tract 2
NMNM 77046
80 acres



Tract 3
NMNM 81953
159.59 acres



Aleutian 10-3 Fed Com 612H, 702H, and 812H

EXHIBIT "B"

To Communitization Agreement dated May 1, 2022, embracing the following described land in E2W2 of Section 10 and Lot 3, SENW, and E2SW of Section 3, Township 23 South, Range 31 East, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM 121955
Lease Date:	May 1, 2009
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corp et al
Present Lessee:	Devon Energy Production Company, L.P. – 100.00%
Description of Land Committed:	Township 23 South, Range 31 East, N.M.P.M. Section 10: Insofar and only insofar as said lease covers E2SW
Number of Acres:	80.0
Name and Percent of WI Owners:	Devon Energy Production Company, L.P. – 100%
Name of ORRI Owners:	None

Tract No. 2

Lease Serial Number:	NMNM 77046
Lease Date:	September 1, 1988
Lease Term:	5 Years

Aleutian 10-3 Fed Com 612H, 702H, and 812H

Lessor: United States of America

Original Lessee: Santa Fe Energy Operating Partners, L.P.

Present Lessee: Devon Energy Production Company, L.P. – 100%

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 10: Insofar and only insofar as said lease covers E2NW

Number of Acres: 80.0

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

Name of ORRI Owners: None

Tract No. 3

Lease Serial Number: NMNM 81953

Lease Date: September 1, 1989

Lease Term: 5 Years

Lessor: United States of America

Original Lessee: Yates Petroleum Corporation

Present Lessee: EOG Resources, Inc. – 50.00%
Devon Energy Production Company, L.P. – 43.75%
Camterra Resources Partners, Ltd. – 6.25%

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

Number of Acres: 159.59

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

Name of ORRI Owners: None

Aleutian 10-3 Fed Com 612H, 702H, and 812H

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	80.00	25.0321%
Tract No. 2	80.00	25.0321%
Tract No. 3	159.59	49.9358%
Total	319.59	100.0000%

Title:

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Section 10: E2W2

Section 3: Lot 3, SENW, E2SW

Eddy County, New Mexico

Containing 319.59 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

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

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

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

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

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

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

10. The date of this agreement is April 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

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

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

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

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

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

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

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

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

Date: 6/15/2020

By: Catherine Lebsack
Catherine Lebsack, Vice President *KL*

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

Date: 5/1/2020

By: Paul Marchand
Paul Marchand, President

EOG Resources, Inc.
(Record Title Owner)

Date: _____

By: _____

Title _____

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

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

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

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

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

Date: _____

By: _____
Catherine Lebsack, Vice President

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

Date: _____

By: _____
Zachary Q. Carlile, Chief Executive Officer

EOG Resources, Inc.
(Record Title Owner)

Date: 4-21-20

By: Wandy Dalton
Title Attorney-in-Fact

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 15th day of June, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

4/7/22



Kami Carroll
 Notary Public

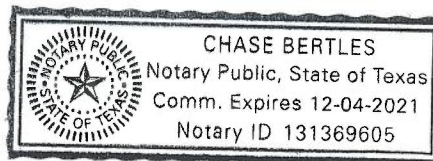
STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 1st day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

Chase Bertles
 Notary Public

STATE OF _____ §
 §
 COUNTY OF _____ §



The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by _____, as _____ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

 Notary Public

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: _____

 Notary Public

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: _____

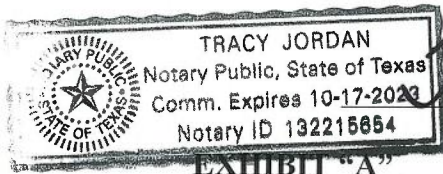
 Notary Public

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on this 21st day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires: _____

10-17-2023



Tracy Jordan

 Notary Public

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

EXHIBIT "A"

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 212H**

SHL: 525' FSL, 1,000' FWL, Sec. 10-23S-31E

BHL: 20' FNL, 1,650' FWL, Sec. 3-23S-31E

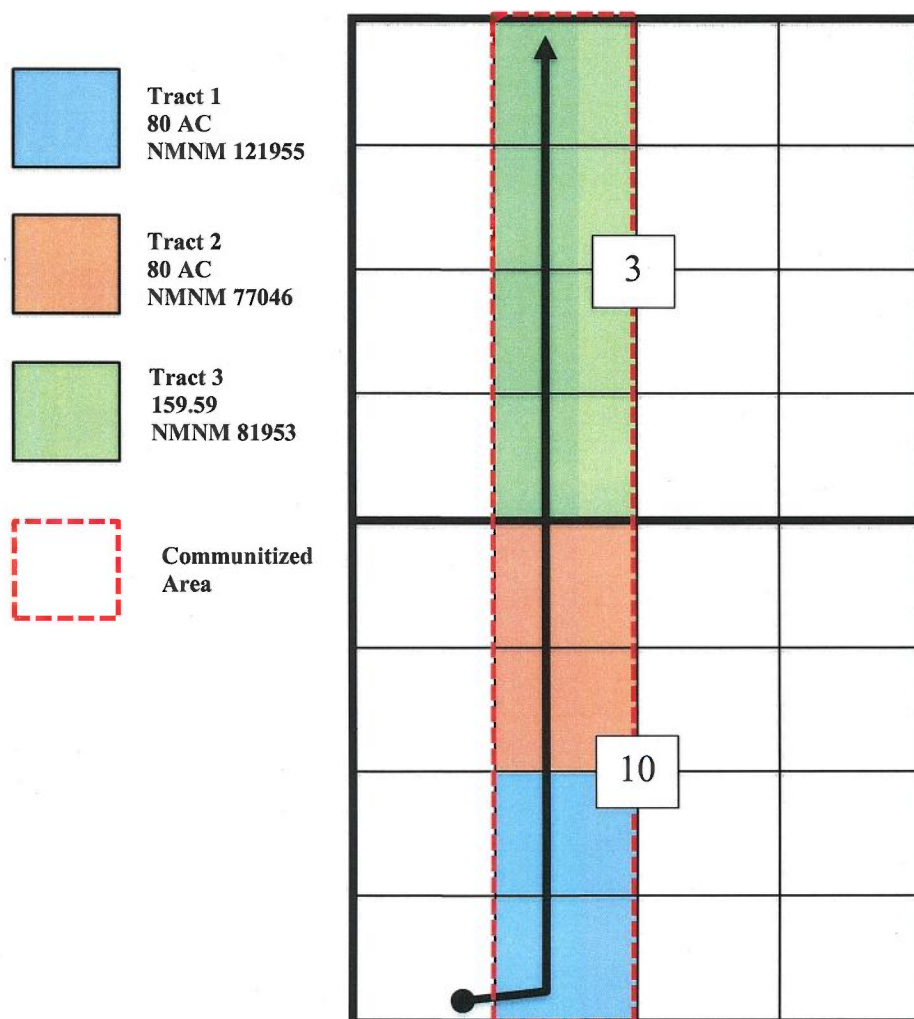


EXHIBIT "B"

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-121955
Lease Date:	May 1, 2009
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corp ET AL
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers E2SW
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America

Original Lessee: Santa Fe Energy Operating Partners, L.P.

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

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 10: Insofar and only insofar as said lease covers
E2NW

Number of Acres: 80.00

Royalty Rate: 1/8

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

Name and Percent ORRI Owners: None

Tract No. 3

Lease Serial No.: NMNM - 81953

Lease Date: September 1, 1989

Lease Term: 5 years

Lessor: United States of America

Original Lessee: Yates Petroleum Corporation

Present Lessee: EOG Resources, Inc. – 50.00%
Devon Energy Production Co., LP – 43.75%
Camterra Resources Partners, Ltd. – 6.25%

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

Number of Acres: 159.59

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Co., LP
Camterra Resources Partners, Ltd.

Name and Percent ORRI Owners: None

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.0321%
Tract No. 2	80.00	25.0321%
Tract No. 3	159.59	49.9358%
	319.59	100.0000%

Buller, Peggy

From: Buller, Peggy
Sent: Monday, October 5, 2020 10:10 AM
To: Irivera@blm.gov
Cc: Dean, Katie; Hixon, Anita; Bristow, Kara
Subject: Communitization Agreement -- Aleutian 10-3 Fed Com 213H
Attachments: Revised Exhibit A_Aleutian 10-3 Fed Com 213H.pdf; Aleutian 10-3 Fed Com 213H FED CA to BLM for approval.pdf

Attached is a revised Exhibit A for the Communitization Agreement sent for the Aleutian 10-3 Fed Com 213H. The original was sent to the BLM on 7/7/2020 and contains a typo on Exhibit A. The original Exhibit A identified Tract 3 as being 159.59 acres; the revised Exhibit A correctly identifies Tract 3 as being 159.53 acres. Please substitute the attached Exhibit A for the original. (A copy of the full original submitted Communitization Agreement is attached for reference.)

Peggy Buller | Sr. Staff Land Analyst
Devon Energy | 333 West Sheridan Avenue | Oklahoma City, OK 73102-5010
O 405.552.3623 | F 405.552.1378

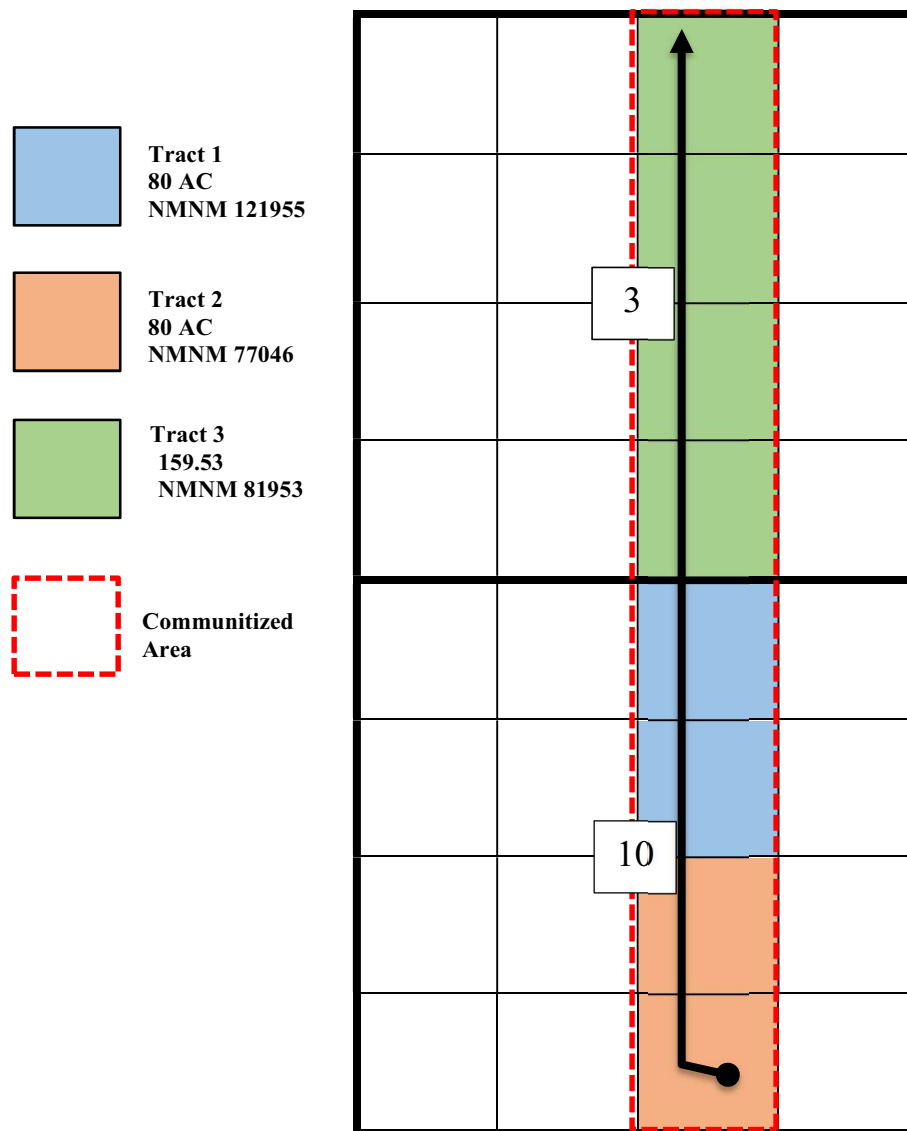
EXHIBIT "A"

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 213H**

SHL: 790' FSL, 1,927' FEL, Sec. 10-23S-31E

BHL: 20' FNL, 2,310' FEL, Sec. 3-23S-31E



Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Section 10: W2E2

Section 3: Lot 2, SWNE, W2SE

Eddy County, New Mexico

Containing 319.53 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

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

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

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

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

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

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

10. The date of this agreement is April 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

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

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

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

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


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

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

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

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

Date: 4/15/2020

By: Catherine Lebsack
Catherine Lebsack, Vice President 

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

Date: 5/1/2020

By: Paul Marchand
Paul Marchand, President

EOG Resources, Inc.
(Record Title Owner)

Date: _____

By: _____

Title: _____

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

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

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

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

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

Date: _____

By: _____
Catherine Lebsack, Vice President

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

Date: _____

By: _____
Zachary Q. Carlile, Chief Executive Officer

EOG Resources, Inc.
(Record Title Owner)

Date: 4-21-20

By: Wendy Dabbs
Title Attorney-in-Fact

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 15th day of June, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

8/7/22



Kami Carroll

Notary Public

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

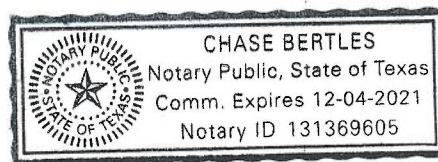
The foregoing instrument was acknowledged before me on this 7th day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

Chase Bertles

Notary Public

STATE OF _____ §
 §
 COUNTY OF _____ §



The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by _____, as _____ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

 Notary Public

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: _____

 Notary Public

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

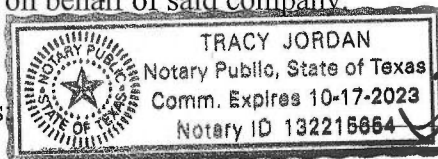
My Commission Expires: _____

 Notary Public

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on this 21st day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires
10-17-2023



Tracy Jordan
 Notary Public

EXHIBIT "A"

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 213H**

SHL: 790' FSL, 1,927' FEL, Sec. 10-23S-31E

BHL: 20' FNL, 2,310' FEL, Sec. 3-23S-31E

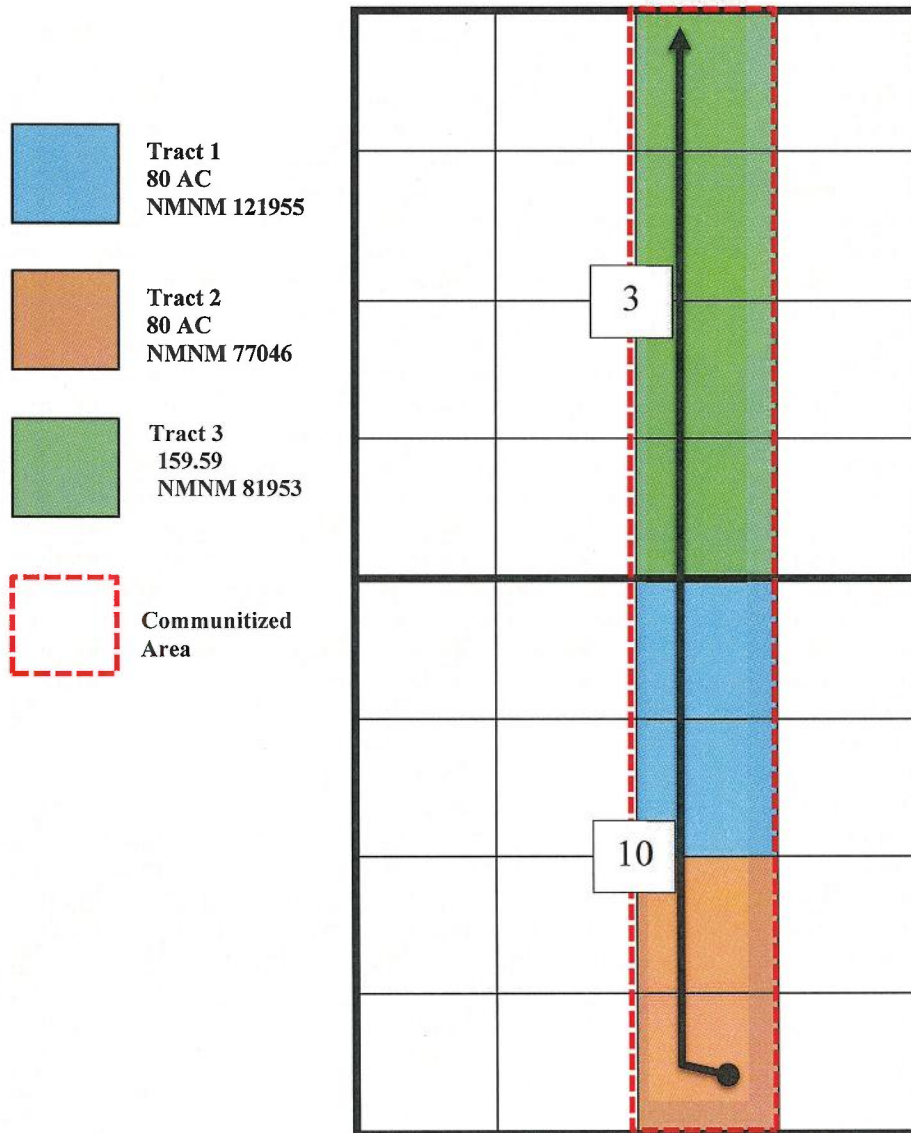


EXHIBIT "B"

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-121955
Lease Date:	May 1, 2009
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corp ET AL
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers W2SE
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America

Original Lessee: Santa Fe Energy Operating Partners, L.P.

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

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 10: Insofar and only insofar as said lease covers
W2NE

Number of Acres: 80.00

Royalty Rate: 1/8

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

Name and Percent ORRI Owners: None

Tract No. 3

Lease Serial No.: NMNM - 81953

Lease Date: September 1, 1989

Lease Term: 5 years

Lessor: United States of America

Original Lessee: Yates Petroleum Corporation

Present Lessee: EOG Resources, Inc. – 50.00%
Devon Energy Production Co., LP – 43.75%
Camterra Resources Partners, Ltd. – 6.25%

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 3: Insofar and only insofar as said lease covers
Lot 2, SWNE, W2NE

Number of Acres: 159.53

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Co., LP
Camterra Resources Partners, Ltd.

Name and Percent ORRI Owners: None

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.0368%
Tract No. 2	80.00	25.0368%
Tract No. 3	159.53	49.9264%
	319.53	100.0000%



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

March 10th, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Central Tank Battery: ALEUTIAN 10 CTB 3

Sec.-T-R: 10-23S-31E
Wells: Aleutian 10-3 Fed Com 211H - 213H, Aleutian 10-3 Fed Com 612H, Aleutian 10-3 Fed Com 702H, Aleutian 10-3 Fed Com 812H, MALDIVES 15-27 FED COM 234H - 236H
Agreements: Pending CAs Attached
Lease: NMNM077046, NMNM081953, NMNM121955, NMNM0405444, NMNM0405444A, NMNM0418220A
Pool: WC-015 G-08 S233102C; WOLFCAMP, LIVINGSTON RIDGE; BONE SPRING, JAMES RANCH; BONE SPRING
County: Eddy Co., New Mexico

Interest Owners:

This letter is to advise that Devon Energy Production Company, L.P. is filing an application with the New Mexico Oil Conservation Division (NMOCD) seeking approval for a Central Tank Battery for the above-mentioned wells. A copy of the submitted application is attached.

Any objections or requests that a hearing should be held regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe office within 20 days from the date of this letter.

Subsequently drilled wells that produce from the subject pools within the project areas approved by this order may be added to this commingling authority by submittal of a Sundry Notice to the Engineering Bureau in Santa Fe.

Please contact Devon Energy Production Company, L.P. at (405) 228-4800 with any questions or needs.

Sincerely,

Devon Energy Production Company, L.P.

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

Rebecca Deal
Regulatory Compliance Professional
Enclosure

Tracking Number	Name	Name 2	Name 3	Name 4	Street	City	Region	Postal Code
9414814901527181234291	ALFRED F SCHRAM SR ESTATE	MARGARET E HODGKINS EXECUTOR			2731 SHAWN DR	DENISON	TX	75020
9414814901527181234307	BALONEY FEATHERS LTD	BY ELK MOUNTAIN HOLDINGS LLC	GEN PTNR		PO BOX 1586	LUBBOCK	TX	79408
9414814901527181234314	CAMTERRA RESOURCES PTNRS LTD	ATTN ACCOUNTING DEPT	CAMTERRA RESOURCES INC GEN PTR	ZACHARY O CARLILE CEO & OR	2615 E END BLVD S	MARSHALL	TX	75671
9414814901527181234321	CATHERINE GRACE REVOCABLE TR DEC 4	SUSAN SERNA CO TTEE	STEPHEN GRACE CO TTEE	CYNTHIA GRACE CO TTEE	2705 W MARQUIS CIR	ARLINGTON	TX	76016
9414814901527181234338	CHARLES PETER GIFFORD 2021 GST TRUS	CHARLES PETER GIFFORD TTEE			PO BOX 90271	AUSTIN	TX	78709
9414814901527181234343	CHRISTENSEN HOLDINGS LP				PO BOX 4596	MIDLAND	TX	79704
9414814901527181234352	CHRISTENSEN RESOURCE PROPERTIES LP				PO BOX 52738	MIDLAND	TX	79710-2738
9414814901527181234369	DANIEL O SHEA GIFFORD 2021 GST	EXEMPT TRUST			2137 AVIATION LOOP	FREDERICKS	TX	78624
9414814901527181234376	DEVON ENERGY PROD CO LP				333 W SHERIDAN AVE	OKLAHOMA	OK	73102-5015
9414814901527181234383	DONALD C ALLMAN TRUST	UA DATED 10-26-68	JPMORGAN CHASE BANK NA TTEE		PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414814901527181234399	DOUGLAS ABELL DENTON				3323 N MIDLAND DR STE 113	MIDLAND	TX	79707
9414814901527181234406	ELK RANGE ROYALTIES LP				2110 FARRINGTON ST	DALLAS	TX	75207
9414814901527181234413	FIGURE 4 INVESTMENT TRUST				15611 WILLOWOOD TRACE	MAGNOLIA	TX	77354
9414814901527181234420	GEOMAR RESOURCES INC	MIKE WALTRIP	MARGERY L HANNA		PO BOX 470397	FORT WORTH	TX	76147
9414814901527181234437	GEORGE ALLMAN JR TRUST	UA DTD 10-26-68	JPMORGAN CHASE BANK NA TTEE		PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414814901527181234444	GEORGIA B BASS				2855 WESTMINISTER PLAZA DR	HOUSTON	TX	77082-3168
9414814901527181234451	GIBSON FAMILY PROPERTIES LP				2000 SINCLAIR	MIDLAND	TX	79705
9414814901527181234468	HATCH ROYALTY LLC				1717 WEST 6TH ST STE 290	AUSTIN	TX	78703
9414814901527181234473	HILL INVESTMENTS LTD	CASODY ENTERPRISES LLC	GEN PTNR ALAN M HILL PRES		PO BOX 1568	CEDAR PARK	TX	78630-1568
9414814901527181234482	H-S MINERALS & REALTY LTD	RC STAR LLC GENERAL PARTNER	CYDNEY H SHEPARD & E ROBERT	SHEPARD MANAGING MEMBERS	PO BOX 27284	AUSTIN	TX	78755-2284
9414814901527181234499	INNERARITY FAMILY MINERALS LLC				PO BOX 313	DALLAS	TX	79702
9414814901527181234505	JADT MINERALS LTD				PO BOX 190229	MIDLAND	TX	75219-0229
9414814901527181234512	JOE N GIFFORD				PO BOX 51187	MIDLAND	TX	79710-1187
9414814901527181234528	KMP LAND LLC	ATTN NOAM LOCKSHIN			1401 LAWRENCE ST	DENVER	CO	80202
9414814901527181234536	KRP LEGACY ISLES LLC				DEPT 300 PO BOX 59000	LAFAYETTE	LA	70505
9414814901527181234543	L E OPPERMANN				1505 NEELY	MIDLAND	TX	79705
9414814901527181234550	LISA GAIL KARABATSOS				PO BOX 327	COLUMBUS	TX	78934
9414814901527181234567	LORRAINE L JOHNSON FAMILY TRUST	PNC BANK NA TRUSTEE			777 TAYLOR ST	FORT WORTH	TX	76102
9414814901527181234571	MARGARET SUE SCHROEDER TRUST	UA DTD 10-26-68	JPMORGAN CHASE BANK NA TTEE		PO BOX 99084	FORT WORTH	TX	76199-0084
9414814901527181234581	MARISSA SUZANNE GIFFORD SMITH 2021	GST EXEMPT TRUST	MARISSA SMITH TTEE		2814 STUTZ DRIVE	MIDLAND	TX	79705
9414814901527181234598	MARY ELIZABETH SCHRAM TRUST	UA DTD 10-26-68	JPMORGAN CHASE BANK NA TTEE		PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414814901527181234604	MARY MARGARET OLSON TRUST	LEONARD M OLSON & JOHN B OLSON &	KATHERINE M FROELICH &	JOSEPH L OLSON CO-TRUSTEES	6031 W INTERSTATE 20 STE 251	ARLINGTON	TX	76017-1090
9414814901527181234611	MARY PATRICIA DOUGHERTY TRUST	NORTHERN BANK TRUST OF TX	%THE NORTHERN TRUST CO	ACCOUNT 01-95854	PO BOX 228270	DALLAS	TX	75222-6270
9414814901527181234628	MARY SARAH GIFFORD ROBB 2021 GST	EXEMPT TRUST	MARY SARAH GIFFORD ROBB TTEE		7901 RICHARD KING TRAIL	AUSTIN	TX	78749
9414814901527181234635	MARY SUSAN GIFFORD LOCKER 2021 GST				PO BOX 5245	AUSTIN	TX	78763
9414814901527181234642	MERPEL LLC	PONY OIL OPERATING LLC	JOHN PAUL MERRITT CEO &	GEORGE OVERBEY COO AGENTS	3100 MONTICELLO AVE STE 500	DALLAS	TX	75205
9414814901527181234659	MICHELLE ALLMAN GRANTOR TRUST	UA DTD 12-31-87	JPMORGAN CHASE BANK NA & MICHELLE	ALLMAN CO TTEE	PO DRAWER # 99084	FORT WORTH	TX	76199-0084
9414814901527181234666	MICKEY GIBSON				PO BOX 590	CAVE CREEK	AZ	85327-0590
9414814901527181234673	MSH FAMILY REAL ESTATE PTR II LLC				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181234680	NANCY PUFF JONES				PO BOX 470605	FORT WORTH	TX	76147
9414814901527181234697	NANCY PUFF JONES TRUST	DOROTHY JEAN KEENOM TRUSTEE			PO BOX 470605	FORT WORTH	TX	76147-0605
9414814901527181234703	NANCY S THOMAS				106 MAPLE VALLEY RD	HOUSTON	TX	77056
9414814901527181234710	NANCY STALLWORTH THOMAS MARITAL	TRUST	J.P. MORGAN CHASE BANK NK & NANCY	THOMAS CO TTEES	PO DRAWER # 99084	FORT WORTH	TX	76199-0084
9414814901527181234727	OCCIDENTAL PERMIAN LTD	SUCCESSOR TO AMOCO			PO BOX 841803	DALLAS	TX	75284-1803
9414814901527181234734	ONRR	ROYALTY MANAGEMENT PROGRAM			PO BOX 25627	DENVER	CO	80225-0627
9414814901527181234741	OTTO & DORIS SCHROEDER FAMILY TR	OTTO E SCHROEDER III TTEE			500 HAWK CT	COPPELL	TX	75019
9414814901527181234758	OXY USA INC				PO BOX 841803	DALLAS	TX	75284
9414814901527181234763	PATRICIA B YOUNG MGMT TR	1ST NTL BK & TR CO OF OKMULGEE	OKLAHOMA		PO BOX 1037	OKMULGEE	OK	74447
9414814901527181234772	PATRICIA BOYLE YOUNG				PO BOX 1639	SOLANA BEACH	CA	92075-7639
9414814901527181234789	PEGASUS RESOURCES II LLC				PO BOX 470698	FORT WORTH	TX	76147
9414814901527181234796	PEGASUS RESOURCES LLC				PO BOX 470698	FORT WORTH	TX	76147
9414814901527181234802	PERRY RESOURCES LLC				PO BOX 459	LORENA	TX	76655-0459
9414814901527181234819	REGENT OIL & GAS COMPANY LP				PO BOX 25204	DALLAS	TX	75225
9414814901527181234828	RICHARD DONALD JONES JR				200 N GAINES RD	CEDAR CREEK	TX	78612
9414814901527181234833	ROUND HILL ROYALTY LP				PO BOX 25128	DALLAS	TX	75225-1128
9414814901527181234840	SARAH ELIZABETH GIFFORD BEAUFAT	2021 GST EXEMPT TRUST			813 KEYSTONE CT	MIDLAND	TX	79705
9414814901527181234857	SCHRAM FAMILY LIVING REVOCABLE TR	MARGARET E SCHRAM HODGKINS SECOND	SUCC TTEE		2731 SHAWN DR	DENISON	TX	75020
9414814901527181234864	SMP SIDECAR TITAN MINERAL HOLDINGS	LP			4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181234871	SMP TITAN FLEX LP				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181234888	SMP TITAN MINERAL HOLDINGS LP				4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181234895	SOURCE ROCK MINERALS III LP				PO BOX 670713	DALLAS	TX	75367
9414814901527181234901	TAYLOR KATHLEEN GIFFORD 2021 GST	EXEMPT TR TAYLOR GIFFORD TTEE			1124 WILD BASIN LDG	AUSTIN	TX	78746
9414814901527181234918	TD MINERALS LLC				8111 WESTCHESTER DR STE 900	DALLAS	TX	75225
9414814901527181234929	TEK PROPERTIES LTD	% THOMAS E KELLY			4705 MIRAMONT CIRCLE	BRYAN	TX	77802
9414814901527181234932	THERESA ALLMAN SMITH GRANTOR TRUST	UA DTD 12-31-87	JPMORGAN CHASE BANK NA & THERESA	ALLMAN SMITH CO TTEES	PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414814901527181234949	THOMAS HILL PUFF				1320 LAKE STREET	FORT WORTH	TX	76102
9414814901527181234956	TITUS OIL & GAS PRODUCTION LLC	TITUS OIL & GAS CORPORATION AGENT			420 THROCKMORTON ST STE 1150	FORT WORTH	TX	76102-3761
9414814901527181234963	WEST BEND ENERGY PARTNERS LLC				1320 S UNIVERSITY DR STE 701	FORT WORTH	TX	76107

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
ALEUTIAN 10-3	812H	3001547405	NMNM121955	NMNM121955	DEVON
ALEUTIAN 10-3	612H	3001547397	NMNM121955	NMNM121955	DEVON
ALEUTIAN 10-3	211H	3001546964	NMNM77046	NMNM142987	DEVON
ALEUTIAN 10-3	212H	3001546965	NMNM121955	NMNM142988	DEVON
ALEUTIAN 10-3	702H	3001547394	NMNM121955	NMNM121955	DEVON
MALDIVES 15-27	236H	3001547062	NMNM0405444	NMNM0405444	DEVON
MALDIVES 15-27	234H	3001547061	NMNM0405444	NMNM0405444	DEVON
ALEUTIAN 10-3	213H	3001546966	NMNM77046	NMNM142990	DEVON
MALDIVES 15-27	235H	3001547084	NMNM0405444	NMNM0405444	DEVON

Notice of Intent

Sundry ID: 2718714

Type of Submission: Notice of Intent

Date Sundry Submitted: 03/02/2023

Date proposed operation will begin: 03/02/2023

Type of Action: Commingling (Surface) and Off-Lease Measurement

Time Sundry Submitted: 03:20

Procedure Description: Per 43 CFR 3173.14 (a)(1)(i-iv)- (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP. respectfully requests Pool/Lease and Off-Lease Measurement commingling approval for Aleutian 10 CTB 3. Please see attached application. Previous approval for portion of well package attached for reference.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

ALEUTIAN_10_CTB_3_PHASE_2__Submitted_Commingling_App_BLM_20230306083238.pdf

ALEUTIAN_10_CTB_3_APPROVED_FED_COMMINGLING_5_12_2021_20230306083030.pdf

Operator

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

Operator Electronic Signature: REBECCA DEAL**Signed on:** MAR 06, 2023 08:34 AM**Name:** DEVON ENERGY PRODUCTION COMPANY LP**Title:** Regulatory Analyst**Street Address:** 333 W SHERIDAN AVE**City:** OKLAHOMA CITY**State:** OK**Phone:** (303) 299-1406**Email address:** REBECCA.DEAL@DVN.COM**Field****Representative Name:****Street Address:****City:****State:****Zip:****Phone:****Email address:**

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
March 23, 2023
and ending with the issue dated
March 23, 2023.



Publisher

Sworn and subscribed to before me this
23rd day of March 2023.



Business Manager

My commission expires
January 29, 2027

(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE
March 23, 2023

Notice of Application for Surface Commingling. Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD to amend a surface commingling permit order PLC-754 for oil/gas production for the Aleutian 10 CTB 3 battery. The facilities are located in Lea County in SE/4 Section 10, Township 23 South, Range 31 East. Wells going to the batteries are located in Section 10-23S-31E. Production is from the WC-015 G-08 S233102C; WOLFCAMP, LIVINGSTON RIDGE; BONE SPRING, JAMES RANCH; BONE SPRING pools.

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

For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 235-3611 #00276957

67106744

00276957

ACCOUNTS PAYABLE - LEGALS
DEVON ENERGY
PO BOX 3198
OKLAHOMA CITY, OK 73102-3198

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
ALEUTIAN 10-3	212H	3001546965	NMNM121955	NMNM142988	DEVON
ALEUTIAN 10-3	213H	3001546966	NMNM77046	NMNM142990	DEVON
ALEUTIAN 10-3	211H	3001546964	NMNM77046	NMNM142987	DEVON
ALEUTIAN 10-3	702H	3001547394	NMNM121955	NMNM121955	DEVON
ALEUTIAN 10-3	812H	3001547405	NMNM121955	NMNM121955	DEVON
ALEUTIAN 10-3	612H	3001547397	NMNM121955	NMNM121955	DEVON
MALDIVES 15-27	236H	3001547062	NMNM0405444	NMNM0405444	DEVON
MALDIVES 15-27	235H	3001547084	NMNM0405444	NMNM0405444	DEVON
MALDIVES 15-27	234H	3001547061	NMNM0405444	NMNM0405444	DEVON

Notice of Intent

Sundry ID: 2767044

Type of Submission: Notice of Intent

Date Sundry Submitted: 12/20/2023

Date proposed operation will begin: 03/02/2023

Type of Action: Commingling (Surface)

Time Sundry Submitted: 04:18

Procedure Description: Per 43 CFR 3173.14 (a)(1)(i-iv)- (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP. respectfully requests Pool/Lease and Off-Lease Measurement commingling approval for Aleutian 10 CTB 3. Please see attached application. Previous approval for portion of well package included for reference.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

ALEUTIAN_10_CTB_3_PHASE_2__Submitted_Commingle_App_BLM_Rev_2_20231220161558.pdf

Conditions of Approval

Specialist Review

Surface_Commingling_COA_20240217190402.pdf

Operator

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

Operator Electronic Signature: REBECCA DEAL

Signed on: DEC 20, 2023 04:17 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Professional

Street Address: 333 W SHERIDAN AVE

City: OKLAHOMA CITYState: OK

Phone: (405) 228-8429

Email address: REBECCA.DEAL@DVN.COM

Field

Representative Name:

Street Address:

City:State:Zip:

Phone:

Email address:

BLM Point of Contact

BLM POC Name: JONATHON W SHEPARD

BLM POC Title: Petroleum Engineer

BLM POC Phone: 5752345972

BLM POC Email Address: jshepard@blm.gov

Disposition: Approved

Disposition Date: 02/17/2024

Signature: Jonathon Shepard

Form 3160-5
(October 2024)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0220
Expires: October 31, 2027

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.

5. Lease Serial No.	
6. If Indian, Allottee or Tribe Name	
7. If Unit of CA/Agreement, Name and/or No.	
8. Well Name and No.	
9. API Well No.	
10. Field and Pool or Exploratory Area	
11. Country or Parish, State	

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well		
<input type="checkbox"/> Oil Well	<input type="checkbox"/> Gas Well	<input type="checkbox"/> Other
2. Name of Operator		
3a. Address	3b. Phone No. (include area code)	
4. Location of Well (Footage, Sec., T.,R.,M., or Survey Description)		

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION				
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off	
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input type="checkbox"/> Other	
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon		
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal		

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleate horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be perfonned or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has detennined that the site is ready for final inspection.)

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)	Title
Signature	Date

THE SPACE FOR FEDERAL OR STATE OFFICE USE

Approved by	Title	Date
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.	Office	

Title 18 U.S.C Section 1001 and Title 43 U.S.C Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

GENERAL INSTRUCTIONS

This form is designed for submitting proposals to perform certain well operations and reports of such operations when completed as indicated on Federal and Indian lands pursuant to applicable Federal law and regulations. Any necessary special instructions concerning the use of this form and the number of copies to be submitted, particularly with regard to local area or regional procedures and practices, are either shown below, will be issued by or may be obtained from the local Federal office.

SPECIFIC INSTRUCTIONS

Item 4 - Locations on Federal or Indian land should be described in accordance with Federal requirements. Consult the local Federal office for specific instructions.

Item 13: Proposals to abandon a well and subsequent reports of abandonment should include such special information as is required by the local Federal office. In addition, such proposals and reports should include reasons for the abandonment; data on any former or present productive zones or other zones with present significant fluid contents not sealed off by cement or otherwise; depths (top and bottom) and method of placement of cement plugs; mud or other material placed below, between and above plugs; amount, size, method of parting of any casing, liner or tubing pulled and the depth to the top of any tubing left in the hole; method of closing top of well and date well site conditioned for final inspection looking for approval of the abandonment. If the proposal will involve **hydraulic fracturing operations**, you must comply with 43 CFR 3162.3-3, including providing information about the protection of usable water. Operators should provide the best available information about all formations containing water and their depths. This information could include data and interpretation of resistivity logs run on nearby wells. Information may also be obtained from state or tribal regulatory agencies and from local BLM offices.

NOTICES

The privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 181 et seq., 351 et seq., 25 U.S.C. 396; 43 CFR 3160.

PRINCIPAL PURPOSE: The information is used to: (1) Evaluate, when appropriate, approve applications, and report completion of subsequent well operations, on a Federal or Indian lease; and (2) document for administrative use, information for the management, disposal and use of National Resource lands and resources, such as: (a) evaluating the equipment and procedures to be used during a proposed subsequent well operation and reviewing the completed well operations for compliance with the approved plan; (b) requesting and granting approval to perform those actions covered by 43 CFR 3162.3-2, 3162.3-3, and 3162.3-4; (c) reporting the beginning or resumption of production, as required by 43 CFR 3162.4-1(c) and (d) analyzing future applications to drill or modify operations in light of data obtained and methods used.

ROUTINE USES: Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions in connection with congressional inquiries or to consumer reporting agencies to facilitate collection of debts owed the Government.

EFFECT OF NOT PROVIDING THE INFORMATION: Filing of this notice and report and disclosure of the information is mandatory for those subsequent well operations specified in 43 CFR 3162.3-2, 3162.3-3, 3162.3-4.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate proposed and/or completed subsequent well operations on Federal or Indian oil and gas leases.

Response to this request is mandatory.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 8 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0137), Bureau Information Collection Clearance Officer (WO-630), 1849 C St., N.W., Mail Stop 401 LS, Washington, D.C. 20240

Additional Information

Batch Well Data

ALEUTIAN 10-3 FED COM 211H, US Well Number: 3001546964, Case Number: NMNM142987, Lease Number: NMNM77079,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

ALEUTIAN 10-3 FED COM 212H, US Well Number: 3001546965, Case Number: NMNM142988, Lease Number: NMNM121955,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

ALEUTIAN 10-3 FED COM 213H, US Well Number: 3001546966, Case Number: NMNM142990, Lease Number: NMNM77046,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

MALDIVES 15-27 FED COM 234H, US Well Number: 3001547061, Case Number: NMNM143573, Lease Number: NMNM0405444,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

MALDIVES 15-27 FED COM 236H, US Well Number: 3001547062, Case Number: NMNM143573, Lease Number: NMNM0405444,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

MALDIVES 15-27 FED COM 235H, US Well Number: 3001547084, Case Number: NMNM143573, Lease Number: NMNM0405444,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

ALEUTIAN 10-3 FED COM 812H, US Well Number: 3001547405, Case Number: NMNM105770719, Lease Number: NMNM121955,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

ALEUTIAN 10-3 FED COM 612H, US Well Number: 3001547397, Case Number: NMNM105770719, Lease Number: NMNM121955,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

ALEUTIAN 10-3 FED COM 702H, US Well Number: 3001547394, Case Number: NMNM105770719, Lease Number: NMNM121955,
Operator:DEVON ENERGY PRODUCTION COMPANY LP

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

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

ORDER NO. PLC-754-A

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells as described in Exhibit A.

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

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A.

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

2. This Order supersedes Order PLC-754.
3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 10/31/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-754-A**

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

Central Tank Battery: **Aleutian 10 Central Tank Battery 3**

Central Tank Battery Location: **Unit O Section 10, Township 23 South, Range 31 East**

Gas Title Transfer Meter Location: **Unit O Section 10, Township 23 South, Range 31 East**

Pools

Pool Name	Pool Code
JAMES RANCH; BONE SPRING	33840
LIVINGSTON RIDGE; BONE SPRING	39350
WC-015 G-08 S233102C; WOLFCAMP	98123

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105518522 (141293)	W2	15-23S-31E
	W2	22-23S-31E
	W2	27-23S-31E
CA Bone Spring NMNM 105736951 (143573)	E2	15-23S-31E
	E2	22-23S-31E
	E2	27-23S-31E
CA Bone Spring NMNM 105724532 (142987)	W2W2	3-23S-31E
	W2W2	10-23S-31E
CA Bone Spring NMNM 105724534 (142990)	W2E2	3-23S-31E
	W2E2	10-23S-31E
CA Bone Spring NMNM 105724533 (142988)	E2W2	3-23S-31E
	E2W2	10-23S-31E
CA Wolfcamp NMNM 105770719	E2W2	03-23S-31E
	E2W2	10-23S-31E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-46964	Aleutian 10 3 Federal Com #211H	W2W2	3-23S-31E	39350
		W2W2	10-23S-31E	
30-015-46965	Aleutian 10 3 Federal Com #212H	E2W2	3-23S-31E	39350
		E2W2	10-23S-31E	
30-015-46966	Aleutian 10 3 Federal Com #213H	W2E2	3-23S-31E	39350
		W2E2	10-23S-31E	
30-015-47060	Maldives 15 27 Federal Com #233H	W2	15-23S-31E	33840
		W2	22-23S-31E	
		W2	27-23S-31E	
30-015-47061	Maldives 15 27 Federal Com #234H	E2	15-23S-31E	33840
		E2	22-23S-31E	
		E2	27-23S-31E	

30-015-47084	Maldives 15 27 Federal Com #235H	E2	15-23S-31E	33840
		E2	22-23S-31E	
		E2	27-23S-31E	
30-015-47062	Maldives 15 27 Federal Com #236H	E2	15-23S-31E	33840
		E2	22-23S-31E	
		E2	27-23S-31E	
30-015-47397	Aleutian 10 3 Federal Com #612H	E2W2	03-23S-31E	98123
		E2W2	10-23S-31E	
30-015-47394	Aleutian 10 3 Federal Com #702H	E2W2	03-23S-31E	98123
		E2W2	10-23S-31E	
30-015-47405	Aleutian 10 3 Federal Com #812H	E2W2	03-23S-31E	98123
		E2W2	10-23S-31E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 201458

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 201458
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	11/10/2025