



Devon Energy Corporation  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5010  
Phone (405) 552-3513

November 16, 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:** Stray Cat 8 CTB 5  
**Sec.-T-R:** 8-23S-32E  
**County:** Lea Co., New Mexico  
**Wells:** STRAY CAT 8-5 FED COM 303H, STRAY CAT 8-5 FED COM 304H, GATO GRANDE 9-4 FED COM 301H  
**Lease:** NMNM018848, NMNM126065, NMNM062223, NMNM098826, NMNM098192  
**Agreements:** 2 Bone Spring CAs Approved; 1 Bone Spring CA Pending  
**Pool:** [53800] SAND DUNES; BONE SPRING  
[97933] WC-025 G-07 S233204D; BONE SPRING

Dear Mr. McClure:

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

The working interest, royalty interest and overriding royalty interest owners are not identical.

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) 552-3513.

Sincerely,

A handwritten signature in blue ink that reads "Shayda Omoumi".

Shayda Omoumi  
Regulatory Compliance Professional

Enclosures

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., L.P.

**OGRID Number:** 6137

**Well Name:** Stray Cat 8-5 Fed Com & Gato Grande 9-4 Fed Com Wells - Multiple - See Attached

**API:** Multiple - See Attached

**Pool:** WC-025 G-07 S233204D; BONE SPRING & SAND DUNES; BONE SPRING

**Pool Code:** [97933] & [53800]

**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<sub>(PROJECT AREA)</sub>       NSP<sub>(PRORATION UNIT)</sub>       SD

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

[ I ] Commingling – Storage – Measurement

DHC     CTB     PLC     PC     OLS     OLM

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

WFX     PMX     SWD     IPI     EOR     PPR

**2) NOTIFICATION REQUIRED TO:** Check those which apply.

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

**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.**

11/16/2023

Date

405-552-3513

Phone Number

shayda.omoumi@dvn.com

e-mail Address

Shayda Omoumi

Print or Type Name

Signature

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: Devon Energy Production Co., LP

OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102

APPLICATION TYPE:

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

LEASE TYPE:  Fee  State  Federal

Is this an Amendment to existing Order?  Yes  No If "Yes", please include the appropriate Order No. \_\_\_\_\_

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

Yes  No

**(A) POOL COMMINGLING**

**Please attach sheets with the following information**

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

(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 attach 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: Shayda Omoumi

TITLE: Regulatory Compliance Professional DATE: 11/16/2023

TYPE OR PRINT NAME Shayda Omoumi TELEPHONE NO.: 405-552-3513

E-MAIL ADDRESS: shayda.omoumi@dvn.com

## 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.

## 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 Stray Cat 8 CTB 5

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

CA: Approved NMNM138943; Leases: NMNM-018848 (12.5%), NMNM-126065 (12.5%), NMNM-062223 (12.5%), NMNM-098826 (12.5%)			
Well Name	API	Location	Pool
Stray Cat 8-5 Fed Com 303H	3002551258	A-17-23S-32E - 325 FNL & 295 FEL	[53800] SAND DUNES; BONE SPRING

CA: Approved NMNM138944; Leases: NMNM-018848 (12.5%), NMNM-126065 (12.5%), NMNM-062223 (12.5%), NMNM-098826 (12.5%)			
Well Name	API	Location	Pool
Stray Cat 8-5 Fed Com 304H	3002551256	A-17-23S-32E - 325 FNL & 265 FEL	[53800] SAND DUNES; BONE SPRING

CA: Pending W2W2 of Sec 9 and Lot 4, SWNW, & W2SW of Sec 4 Bone Spring CA; Leases: NMNM-126065 (12.5%), NMNM-098192 (12.5%)			
Well Name	API	Location	Pool
Gato Grande 9-4 Fed Com 301H	3002551260	A-17-23S-32E - 325 FNL & 235 FEL	[97933] WC-025 G-07 S233204D; BONE SPRING

#### CA:

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

Approved Bone Spring CA NMNM138943: W2E2 of Sec 8 and Lot 2, SWNE, & W2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

Approved Bone Spring CA NMNM138944: E2E2 of Sec 8 and Lot 1, SENE, & E2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

Pending Bone Spring CA: W2W2 of Sec 9 and Lot 4, SWNW, & W2SW of Sec 4, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

#### Oil & Gas metering:

The Stray Cat 8 CTB 5 central tank battery is in E/2, SE/4, S8, T23S, R32E 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 from oil conditioning and from the water and oil tanks is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
GATO GRANDE 9-4 FED COM 301H	DVN / *	DVN / *	DVN / *
STRAY CAT 8-5 FED COM 303H	DVN / *	DVN / *	DVN / *
STRAY CAT 8-5 FED COM 304H	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.

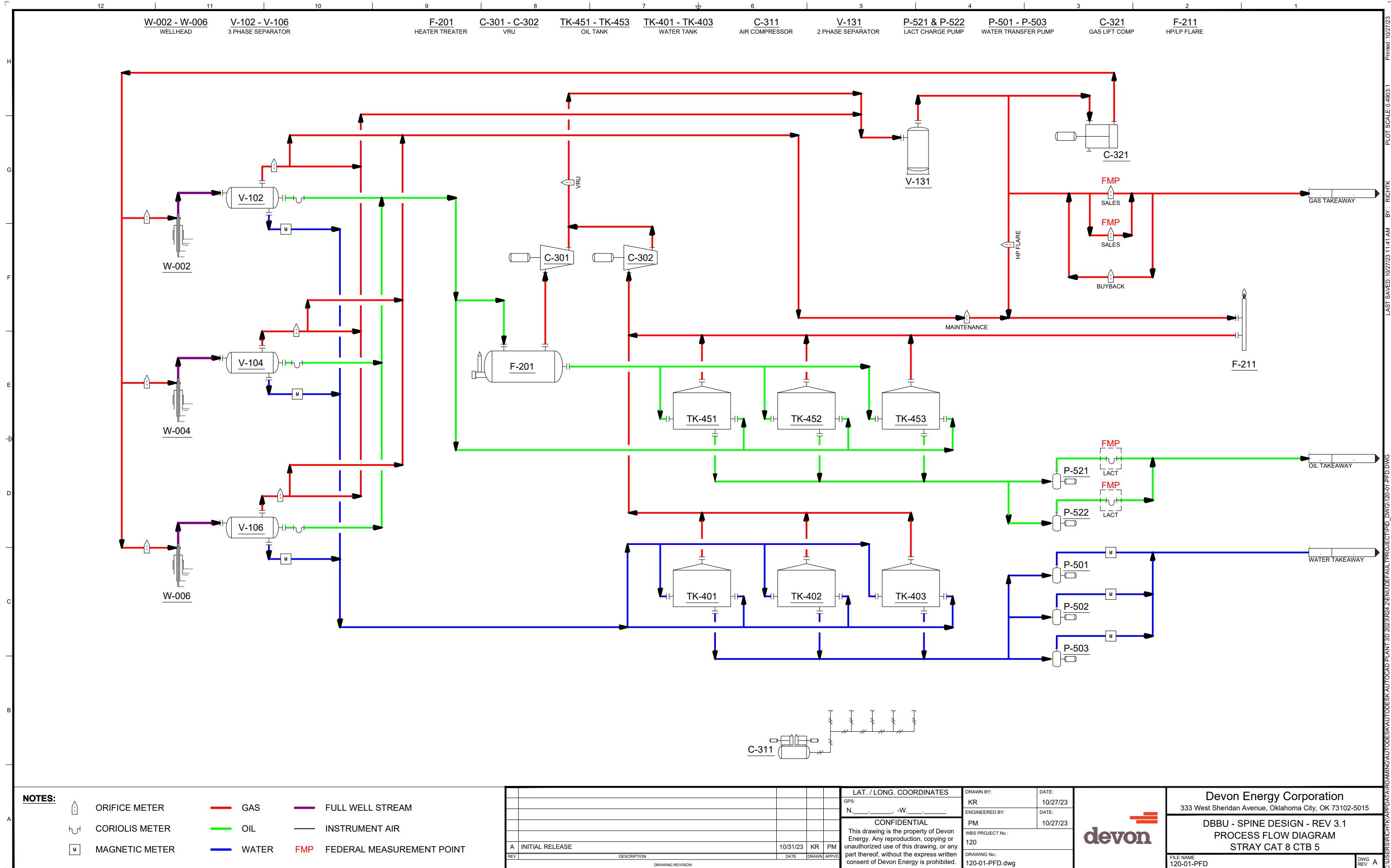
The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income,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

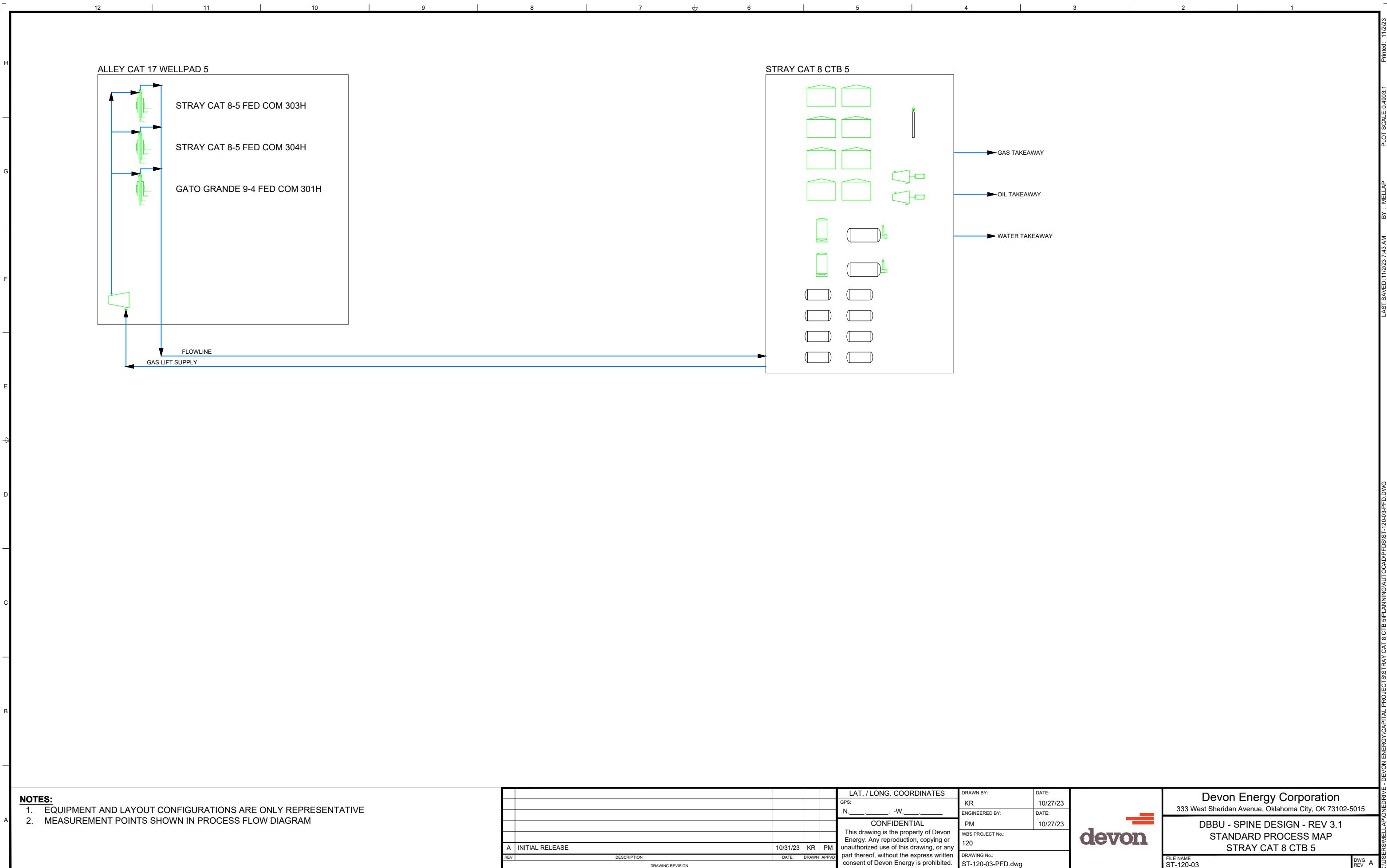
The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production 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)

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

Date: 11/16/2023



Released to Imaging: 1/12/2026 11:08:13 AM



303H,304H  
GATO GRANDE 9-4 FED COM WELL  
301H  
LEA COUNTY, NEW MEXICO



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

NAD 1983 2011 StatePlane New Mexico East FIPS 3001 Ft US  
Datum: NAD 1983 2011  
Created by: kinnas  
Map is current as of: 11/10/2023

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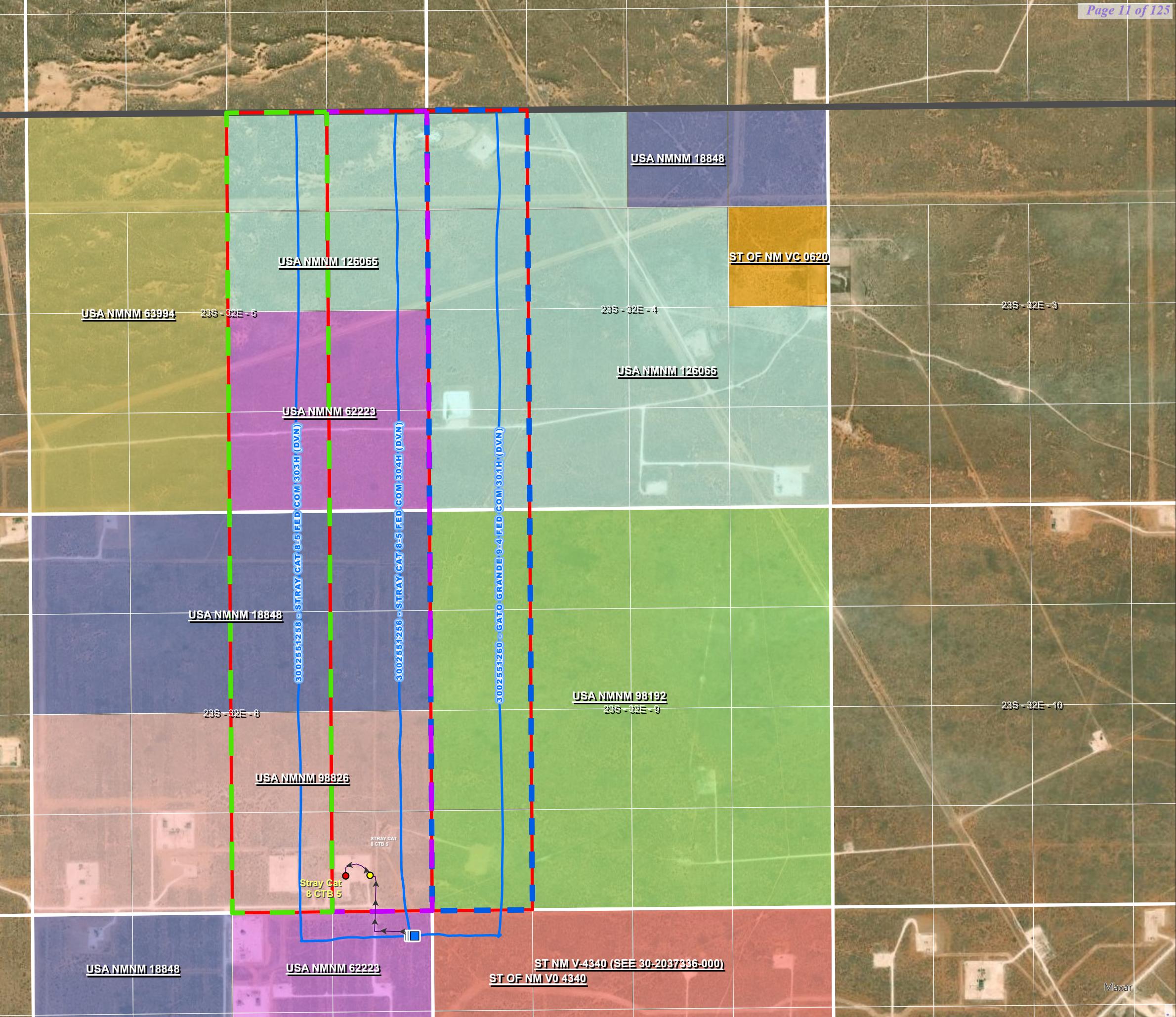
0 250 500 1,000  
Feet

1:15,000

- █ Deviated Surface
- Central Tank Battery
- Sales Meter
- Flow Line
- Directional Survey (ACT-DVN/OBO)
- Pending CA
- Approved CA - NMNM138944
- Approved CA - NMNM138943
- Project Areas

DEVON LEASEHOLD

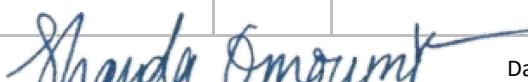
- █ ST NM V-4340 (SEE 30-2037336-000)
- █ ST OF NM V0 4340
- █ ST OF NM VC 0620
- █ USA NMNM 126065
- █ USA NMNM 18848
- █ USA NMNM 62223
- █ USA NMNM 63994
- █ USA NMNM 98192
- █ USA NMNM 98826



## Economic Justification Report

### Stray Cat 8 CTB 5

Well Name & Number	Type	Fed Lease 1 Royalty Rate	Fed Lease 2 (if applicable) Royalty Rate	Fed Lease 3 (if applicable) Royalty Rate	Fed Lease 4 (if applicable) Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
GATO GRANDE 9-4 FED COM 301H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM018848 - 12.5%	NMNM098826 - 12.5%	2079	44.6	2959	1390
STRAY CAT 8-5 FED COM 303H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM018848 - 12.5%	NMNM098826 - 12.5%	1909	44.6	2669	1390
STRAY CAT 8-5 FED COM 304H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM098192 - 12.5%		1906	44.6	2684	1390
*These calculations are based off of offset well production and are only a proposal*									

Signed: 

Date: 11/16/2023

Printed Name: Shayda Omouri

Title: Regulatory Compliance Professional

### Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
5894.0	44.6	8312.0	1390.0

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective.

Federal/Federal  
COMMUNITIZATION AGREEMENTContract No. NMNM 138943

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 32 East, N.M.P.M.

Section 8: W2E2  
Section 5: Lot 2, SWNE, W2SE  
Lea County, New Mexico

Containing 319.5 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 July 1, 2018 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack  
Catherine Lebsack, Vice President

*re  
✓*

**Chevron USA, Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: Nick Bock  
Name: Nick Bock  
Title: Attorney-in-Fact

**Cimarex Energy Co.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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

**Chevron USA Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cimarex Energy Co.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: ROGER ALEXANDER  
Title: ATTORNEY-IN-FACT

CTE RFM

**Foundation Energy Fund V-B Holding LLC**  
(Record Title Owner)

Date: 7/26/2018

By:



FOUNDATION ENERGY FUND V-B HOLDING, LLC,  
a Texas Limited Liability Company  
By: Joel P. Sauer, Executive Vice President  
FOUNDATION ENERGY MANAGEMENT, LLC,  
a Texas Limited Liability Company, its Manager

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elizabeth Baker  
Title: Landman

**Foundation Energy Fund IV-B Holding LLC**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: 6/22/18

By: Elizabeth Baker  
Name: Elizabeth Baker  
Title: Landman

## **ACKNOWLEDGMENTS**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of August, 2018 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:



## Contingencies

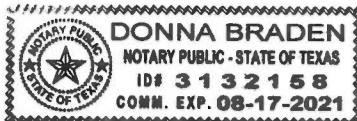
Notary Public

STATE OF Texas  
COUNTY OF Midland

The foregoing instrument was acknowledged before me on this 30th day of July, 2018 by Nick Brock as Attorney-in-Fact on behalf of Chevron USA, Inc.

My Commission Expires:

Donna Braden  
Notary Public



## **ACKNOWLEDGMENTS**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

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

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

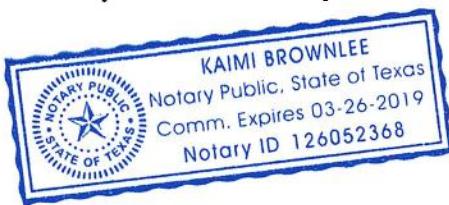
The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ on behalf of Chevron USA Inc.

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF Texas  
COUNTY OF Midland

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of August, 2018 by Roger Alexander, as Attorney In Fact on behalf of Cimarex Energy Company.

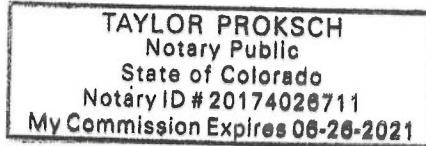
My Commission Expires:



Kimi Brownlee  
Notary Public

STATE OF Colorado  
COUNTY OF Denver

§  
§  
§



The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of JULY, 2018 by Joel P. Sauer, as Executive Vice President on behalf of Foundation Energy Fund V-B Holding LLC.

My Commission Expires: 6/26/21

Taylor Proksch  
Notary Public

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_

§  
§  
§

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Elizabeth Baker, as a Landman of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

\_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

§

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ on behalf of Foundation Energy Fund IV-B Holding LLC.

My Commission Expires:

\_\_\_\_\_

Notary Public

STATE OF NEW MEXICO

§

COUNTY OF Eddy

§

§

§

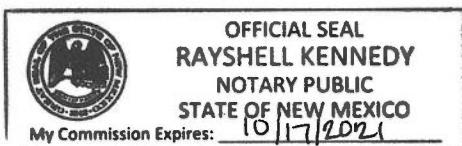
The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of June, 2018 by Elizabeth Baker, as a Landman of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

10/17/2021

Rayshell Kennedy

Notary Public



## EXHIBIT "A"

To Communization Agreement dated July 1, 2018 embracing W2E2 of Section 8 and Lot 2, SWNE, & W2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

5	NMNM -126065  79.50 acres	
	NMNM -62223  80.00 acres	
8	NMNM- -18848  80.00 acres	
	NMNM -98826  80.00 acres	

## EXHIBIT "B"

To Communization Agreement dated July 1, 2018 embracing W2E2 of Section 8 and Lot 2, SWNE, & W2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

## DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM - 98826  
Lease Date: June 1, 1997  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Devon Energy Corporation  
Present Lessee: Devon Energy Production Company, L.P. - 100.00%  
Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 8: 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. - 100.00%  
Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 2

Lease Serial No.: NMNM - 18848  
Lease Date: August 1, 1973  
Lease Term: 10 years  
Lessor: United States of America

Original Lessee: Ralph D. Wharton  
 Present Lessee: Chevron USA Inc. – 100.00%  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 8: Insofar and only insofar as said lease covers  
 W2NE  
 Number of Acres: 80.00  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%  
 Contractual WI Ownership: Devon Energy Production Company, L.P. - 96.2%  
 Titus Oil & Gas – 3.8%  
 Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-62223  
 Lease Date: September 1, 1985  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Lillie M. Yates  
 Present Lessee: Foundation Energy Fund V-B Holdings LLC – 100%  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 5: Insofar and only insofar as said lease covers  
 W2SE  
 Number of Acres: 80.00  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 25.00%  
 Sharbro Energy LLC – 75.00%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 4

Lease Serial No.: NMNM-126065

Lease Date: March 1, 2011

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Miles Ronald

Present Lessee: Cimarex Energy Company of Colorado

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 5: Insofar and only insofar as said lease covers  
 Lot 2 & SWNE

Number of Acres: 79.50

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.03912363%
Tract No. 2	80.00	25.03912363%
Tract No. 3	80.00	25.03912363%
<u>Tract No. 4</u>	<u>79.50</u>	<u>24.88262911%</u>
	319.50	100.00%



# United States Department of the Interior



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

## IN REPLY REFER TO:

NMNM138943  
 3105.2 (P0220)

SEP 24 2018

## Reference:

Communitization Agreement  
 Stray Cat 8-5 Fed Com #213H  
 Section 08: W2E2  
 Section 05: Lot 2, SWNE, W2SE  
 T. 23 S., R. 32 E., N.M.P.M.  
 Lea County, NM

RECEIVED  
 SEP 28 2018  
 LAND DEPARTMENT

Devon Energy Production Company, LP  
 333 W. Sheridan Ave.  
 Oklahoma City, OK 73102-5015

## To Whom it May Concern:

Enclosed is an approved copy of Communitization Agreement NMNM 138943 involving 80 acres of Federal land in lease NMNM 98826, 80 acres of Federal land in lease NMNM 18848, 80 acres of Federal land in lease NMNM 62223, and 79.50 acres of Federal land in lease NMNM 126065, Lea County, New Mexico, which comprise a 319.50 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lot 2, SWNE, W2SE of Sec. 05, and W2E2 of Sec. 08, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective July 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

If you have any questions regarding this approval, please contact James Glover, Geologist at (505) 954-2139 or Margie Dupre at (505) 954-2142.

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

Sincerely,

  
Sheila Mallory  
Deputy State Director  
Division of Minerals

1 Enclosure:

1 - Communization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

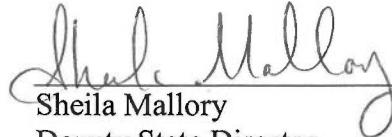
NMSO (NM925, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Lot 2, SWNE, W2SE of sec. 05 and W2E2 of sec. 08, T. 23 S., R. 31 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **SEP 24 2018**



Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: July 1, 2018

Contract No.: Com. Agr. NMNM138943

## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:42 PM  
**To:** Cody Elliott (celliott@cimarex.com)  
**Subject:** BLM Approved Comm Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hi Cody,

Please find attached for your records BLM approved Comm Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:48 PM  
**To:** Shalyce Holmes (slholmes@chevron.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 212Y, 213H, and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 212Y Comm Agreement NMNM 138764.pdf; Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 212Y (NMNM 138764), 213H (NMNM 138943), and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:50 PM  
**To:** Cole Chapman (cchapman@foundationenergy.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:51 PM  
**To:** Elizabeth Baker (ebaker@sharbroenergy.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



Federal/Federal

## COMMUNITIZATION AGREEMENT

Contract No. Nm NM 138944

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 32 East, N.M.P.M.

Section 8: E2E2  
Section 5: Lot 1, SENE, E2SE  
Lea County, New Mexico

Containing 319.49 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 July 1, 2018 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack  
Catherine Lebsack, Vice President

*re  
or*

**Chevron USA, Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: Nick Brock  
Name: Nick Brock  
Title: Attorney-in-Fact

**Cimarex Energy Co.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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

**Chevron USA Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cimarex Energy Co.**  
(Record Title Owner)

Date: \_\_\_\_\_

By:   
Name: ROGER ALEXANDER  
Title: ATTORNEY-IN-FACT

CTE RRM

**Foundation Energy Fund V-B Holding LLC**  
(Record Title Owner)

Date: 7/26/2018

By: \_\_\_\_\_



FOUNDATION ENERGY FUND V-B HOLDING, LLC,  
a Texas Limited Liability Company  
By: Joel P. Sauer, Executive Vice President  
FOUNDATION ENERGY MANAGEMENT, LLC,  
a Texas Limited Liability Company, its Manager

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elizabeth Baker  
Title: Landman

**Foundation Energy Fund IV-B Holding LLC**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Sharbro Energy, LLC**  
(Operating Rights Owner)

Date: 10/22/18

By: Elizabeth Baker

Name: Elizabeth Baker

Title: Landman

## **ACKNOWLEDGMENTS**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of August, 2018 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

## My Commission Expires



Courtney Thomas

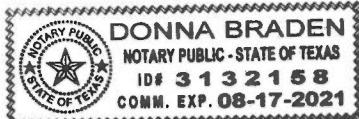
## Notary Public

STATE OF Texas §  
COUNTY OF Midland §  
§  
§

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of July, 2018 by Nick Brock, as Attorney-in-Fact on behalf of Chevron USA, Inc.

My Commission Expires:

Donna Braden  
Notary Public



## **ACKNOWLEDGMENTS**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

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

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ on behalf of Chevron USA Inc.

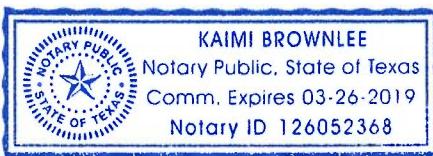
My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF Texas  
COUNTY OF Midland

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of August, 2018 by Roger Alexander, as Attorney In Fact on behalf of Cimarex Energy Company.

My Commission Expires:

Karen Brownlee  
Notary Public



STATE OF Colorado

๘๘๘

COUNTY OF Denver

TAYLOR PROKSCH  
Notary Public  
State of Colorado  
Notary ID # 20174026711  
My Commission Expires 06-26-2021

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of JULY, 2018 by JCL P. Sauer, as EXECUTIVE, VICE President on behalf of Foundation Energy Fund V-B Holding LLC.

My Commission Expires: 4/26/21

Jayanta Panthi  
Notary Public

STATE OF NEW MEXICO

300

**COUNTY OF**

6

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Elizabeth Baker, as a Landman of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

## Notary Public

STATE OF \_\_\_\_\_ §  
CITY OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ on behalf of Foundation Energy Fund IV-B Holding LLC.

My Commission Expires:

\_\_\_\_\_  
Notary Public

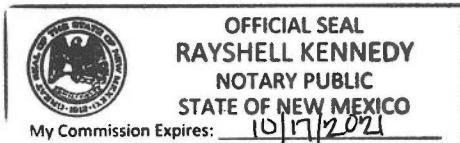
STATE OF NEW MEXICO §  
CITY OF \_\_\_\_\_ §  
COUNTY OF Eddy §

The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of June, 2018 by Elizabeth Baker, as a Landman of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

10/17/2021

Rayshell Kennedy  
Notary Public



## EXHIBIT "A"

To Communization Agreement dated July 1, 2018 embracing E2E2 of Section 8 and Lot 1, SENE, & E2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

5	NMNM -126065  79.49 acres
	NMNM -62223  80.00 acres
8	NMNM -18848  80.00 acres
	NMNM -98826  80.00 acres

## EXHIBIT "B"

To Communization Agreement dated July 1, 2018 embracing E2E2 of Section 8 and Lot 1, SENE, & E2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

## DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM - 98826  
Lease Date: June 1, 1997  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Devon Energy Corporation  
Present Lessee: Devon Energy Production Company, L.P. - 100.00%  
Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 8: Insofar and only insofar as said lease covers  
E2SE  
Number of Acres: 80.00  
Royalty Rate: 1/8  
Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%  
Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 2

Lease Serial No.: NMNM - 18848  
Lease Date: August 1, 1973  
Lease Term: 10 years  
Lessor: United States of America

Original Lessee: Ralph D. Wharton  
 Present Lessee: Chevron USA Inc. – 100.00%  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 8: Insofar and only insofar as said lease covers  
 E2NE  
 Number of Acres: 80.00  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%  
 Contractual WI Ownership: Devon Energy Production Company, L.P. - 96.2%  
 Titus Oil & Gas – 3.8%  
 Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-62223  
 Lease Date: September 1, 1985  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Lillie M. Yates  
 Present Lessee: Foundation Energy Fund V-B Holdings LLC – 100%  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 5: Insofar and only insofar as said lease covers  
 E2SE  
 Number of Acres: 80.00  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 25.00%  
 Sharbro Energy LLC – 75.00%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 4

Lease Serial No.: NMNM-126065

Lease Date: March 1, 2011

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Miles Ronald

Present Lessee: Cimarex Energy Company of Colorado

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 5: Insofar and only insofar as said lease covers  
 Lot 1 & SENE

Number of Acres: 79.49

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.03990735%
Tract No. 2	80.00	25.03990735%
Tract No. 3	80.00	25.03990735%
<u>Tract No. 4</u>	<u>79.49</u>	<u>24.88027795%</u>
	319.49	100.00%



# United States Department of the Interior



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

IN REPLY REFER TO:

NMNM138944  
 3105.2 (P0220)

SEP 24 2018

Reference:  
 Communization Agreement  
 Stray Cat 8-5 Fed Com #214H  
 Section 08: E2E2  
 Section 05: Lot 1, SENE, E2SE  
 T. 23 S., R. 32 E., N.M.P.M.  
 Lea County, NM

RECEIVED  
 SEP 28 2018  
 LAND DEPARTMENT

Devon Energy Production Company, LP  
 333 W. Sheridan Ave.  
 Oklahoma City, OK 73102-5015

To Whom it May Concern:

Enclosed is an approved copy of Communization Agreement NMNM 138944 involving 80 acres of Federal land in lease NMNM 98826, 80 acres of Federal land in lease NMNM 18848, 80 acres of Federal land in lease NMNM 62223, and 79.49 acres of Federal land in lease NMNM 126065, Lea County, New Mexico, which comprise a 319.49 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lot 1, SENE, E2SE of Sec. 05, and E2E2 of Sec. 08, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective July 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

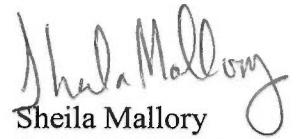
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

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

If you have any questions regarding this approval, please contact James Glover, Geologist at (505) 954-2139 or Margie Dupre at (505) 954-2142.

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

Sincerely,

  
Sheila Mallory  
Deputy State Director  
Division of Minerals

1 Enclosure:  
1 - Communization Agreement

cc:

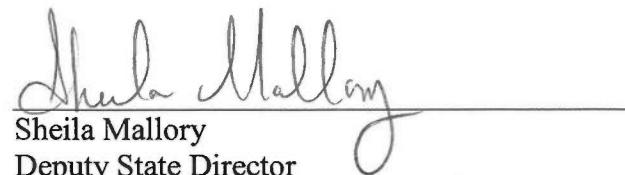
ONRR, Denver  
NM Taxation & Revenue Dept. (Revenue Processing Div.)  
NMOCD  
NM (9200)  
NM (P0220-CFO, File Room)  
NMSO (NM925, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Lot 1, SENE, E2SE of sec. 05 and E2E2 of sec. 08, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **SEP 24 2018**



\_\_\_\_\_  
Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: July 1, 2018

Contract No.: Com. Agr. NMNM138944

## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:42 PM  
**To:** Cody Elliott (celliott@cimarex.com)  
**Subject:** BLM Approved Comm Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hi Cody,

Please find attached for your records BLM approved Comm Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:48 PM  
**To:** Shalyce Holmes (slholmes@chevron.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 212Y, 213H, and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 212Y Comm Agreement NMNM 138764.pdf; Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 212Y (NMNM 138764), 213H (NMNM 138943), and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:50 PM  
**To:** Cole Chapman (cchapman@foundationenergy.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Niemyer, Kelly  
**Sent:** Wednesday, November 14, 2018 12:51 PM  
**To:** Elizabeth Baker (ebaker@sharbroenergy.com)  
**Subject:** BLM Approved Communitization Agreements for your Records: Stray Cat 8-5 Fed Com 213H and 214H  
**Attachments:** Stray Cat 8-5 Fed Com 213H Comm Agreement NMNM 138943.pdf; Stray Cat 8-5 Fed Com 214H Comm Agreement NMNM 138944.pdf

Hello,

Please find attached for your records BLM approved Communitization Agreements for the Stray Cat 8-5 Fed Com 213H (NMNM 138943) and 214H wells (NMNM 138944). Located In Secs 5 and 8-23S-32E, Lea County, New Mexico.

*Respectfully,*

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F



## **Niemyer, Kelly**

---

**From:** Cloer, Ryan  
**Sent:** Monday, September 17, 2018 4:22 PM  
**To:** mdupre@blm.gov  
**Cc:** Tollison, Lauren; Niemyer, Kelly  
**Subject:** CA - Stray Cat 8-5 Fed Com 214H (E2E2 Sec. 8 & 5 - 23S-32E, Lea Co., NM)  
**Attachments:** 214H Com Agmt Ex. B.DOCX; 915059542142 (45 seconds) Voice Mail.mp3

Ms. Dupre,

Please find attached a revised Ex. B for the referenced communitization agreement. I have corrected the mistake and have attached the update version here. I apologize for the mistake and appreciate you bringing it to our attention.

Thank you.

Ryan Cloer, CPL  
Landman | Delaware Basin

Devon Energy Production Company, L.P.  
333 W. Sheridan Ave. | Oklahoma City, OK 73102  
405.228.2448 Direct | 405.650.6956 Mobile

Devon - Internal

## Niemyer, Kelly

---

**From:** Niemyer, Kelly  
**Sent:** Monday, September 17, 2018 1:47 PM  
**To:** Cloer, Ryan  
**Subject:** FW: Voice Mail (45 seconds)  
**Attachments:** 915059542142 (45 seconds) Voice Mail.mp3; Marjorie Dupre.vcf

Ryan has copy of this COmm agreement to get with Marjorie I do not see what she is talking about when legal for tract 1 doesn't have a lot and tract 4 does so need to confirm with ryan if a correction has been made or not 9-17-2018

Voice mail from Margorie at BLM regarding Stray Cat 8-5 Fed Com 214H Comm Agreement 214H says tract 1 and 4 acres should be swapped when she talked to Lauren on the phone. She said we can just email the changes..

**Marjorie Dupre**  
Bureau Of Land Management  
  
(505) 954-2142 Work  
mdupre@blm.gov

Respectfully,

**Kelly Niemyer**  
Land Analysis Professional  
Devon Energy Corporation  
Direct: 405-228-2817  
OKDEC 28.535F

  
**devon**

**From:** Tollison, Lauren  
**Sent:** Monday, September 17, 2018 1:40 PM  
**To:** Niemyer, Kelly <[Kelly.Niemyer@dvn.com](mailto:Kelly.Niemyer@dvn.com)>  
**Subject:** FW: Voice Mail (45 seconds)

Lauren Tollison  
Land Analysis Associate

**From:** Microsoft Outlook On Behalf Of DEPT OF INTERIO  
**Sent:** Friday, September 14, 2018 12:09 PM

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of April, 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M  
W2W2 of Section 9-23S-32E  
Lot 4 (39.48 ac), SWNW, and W2SW of Section 4-23S-32E  
Lea County, New Mexico

Containing **319.48** 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.

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each 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, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their 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)

3-8-2023

Date

By: David M. Korell A1  
David M. Korell, Land Manager

David M. Korell, Land Manager

## ACKNOWLEDGEMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss.

This instrument was acknowledged before me on this 8th day of March, 2023, by David M. Korell, Land Manager for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)



11-25-2025  
My Commission Expires

Cynthia Sheldon  
Notary Public

Cimarex Energy Company  
(Record Title Owner)

4/12/23

Date

By:

Name: Bradley Cantrell

Title: Attorney in Fact

JKC  
Dep

## ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
COUNTY OF Midland ) SS )

This instrument was acknowledged before me on April 12, 2023, by  
Bradley Cumbrell, as Attorney-In-Fact of  
Amarex Energy Co.



Kimi Brown

Signature of Notarial Officer

My Commission Expires: 3/26/2027

**EXHIBIT "A"**

To Communitization Agreement dated April 1, 2023, embracing the following described land in W2W2 of Section 9 and Lot 4 (39.53), SWNW, and W2SW of Section 4, Township 23 South, Range 32 East, Lea County, New Mexico.

**Gato Grande 9-4 Fed Com 301H**

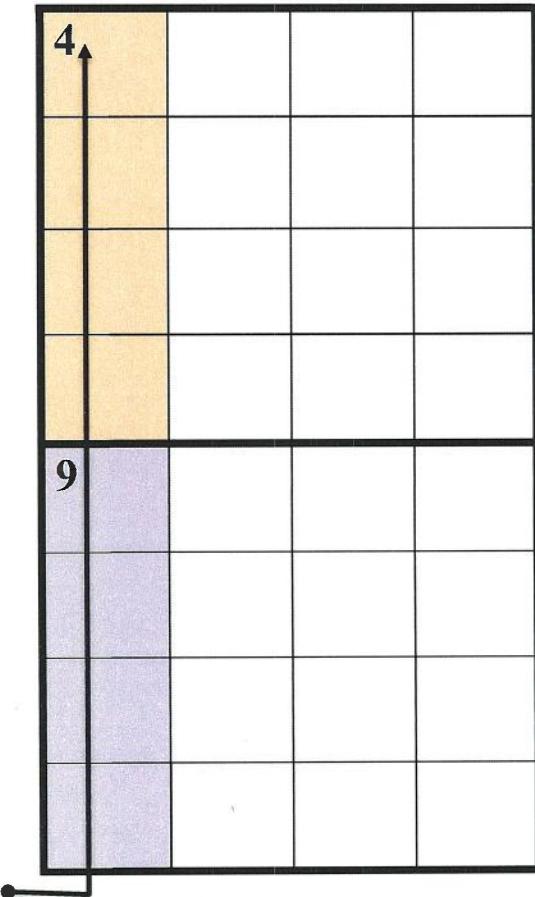
SHL: 325' FNL & 235' FEL, Sec 17-23S-32E  
BHL: 20' FNL & 990' FWL, Sec 4-23S-32E



**Tract 1**  
**NMMN 98192**  
**160.00 acres**



**Tract 2**  
**NMMN 126065**  
**159.48**



Gato Grande 9-4 Fed Com 301H

**EXHIBIT "B"**

To Communitization Agreement dated April 1, 2023, embracing the following described land in W2W2 of Section 9 and Lot 4 (39.53), SWNW, and W2SW of Section 4, Township 23 South, Range 32 East, Lea County, New Mexico.

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

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

Lease Serial Number: NMNM 98192  
Lease Date: March 1, 1997  
Lease Term: 10 Years  
Lessor: United States of America  
Original Lessee: Penwell Energy Inc.  
Present Lessee: Devon Energy Production Company, L.P.  
Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
Section 9: Insofar and only insofar as said lease covers W2W2  
Number of Acres: 160.00 acres  
Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%  
Name of ORRI Owners: C. Mark Wheeler  
Chisos Minerals, LLC  
Crownrock Minerals, L.P.  
Jareed Partners, Ltd.  
John Kyle Thoma, Trustee of the Cornerstone Family Trust  
Paul R Barwis

**Tract No. 2**

Lease Serial Number: NMNM 126065  
Lease Date: March 1, 2011  
Lease Term: 10 Years

Lessor: United States of America  
 Original Lessee: Ronald Miles  
 Present Lessee: Cimarex Energy Company  
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.  
 Section 4: Insofar and only insofar as said lease covers Lot 4,  
 SWNW, and W2SW  
 Number of Acres: 159.48 acres  
 Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100.00%  
 Name of ORRI Owners: Cimarex Energy Company

#### RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest Communitized Area</u>
Tract No. 1	160.00	50.081382%
Tract No. 2	159.48	49.918618%
Total	319.48	100.0000%



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

Peggy Buller  
(405) 552-3623

May 2, 2023

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, NM 87508

RE: Federal Communization Agreement  
Township 23 South, Range 32 East  
Section 9: W2W2  
Section 4: Lot 4, SWNW, and W2SW  
Lea County, New Mexico

To Whom It May Concern:

Please find enclosed three (3) originals and one copy of the Federal Communization Agreements covering the lands described above and the following well:

Gato Grande 9-4 Fed Com 301H (API 30-025-51260)

Once approved, please forward the Agreement to the undersigned at the letterhead address. If you have any questions regarding this matter, please contact the undersigned by phone at (405) 552-3623 or by e-mail at [peggy.buller@dvn.com](mailto:peggy.buller@dvn.com).

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

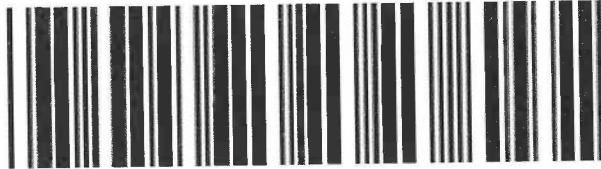
A handwritten signature in blue ink that reads "Peggy Buller". The signature is fluid and cursive, with "Peggy" on top and "Buller" below it, though the lines are connected.

Peggy Buller  
Land Analysis Professional

Enclosures

# Ship Request Form

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**Ship Request #:** 013334

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Sender	Recipient
<b>Name:</b> Buller, Peggy	<b>Attn To:</b> ATTN: BLM
<b>Account #:</b>	<b>Company:</b> BUREAU OF LAND MANAGEMENT
<b>Phone:</b> (405)552-3623	<b>Address:</b> 301 DINOSAUR TRAIL
<b>Email:</b> peggy.buller@dvn.com	
<b>Mail Stop:</b>	<b>City:</b> SANTA FE
<b>Building</b>	<b>State:</b> NM
<b>Floor:</b>	<b>Zip:</b> 87508
<b>Department:</b> Land	<b>Country:</b> US

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**Shipping Instructions**

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**Items**

Units	Description	Code	Origin	Unit Value	Total Value
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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

<sup>1</sup> API Number <b>30-025-51260</b>	<sup>2</sup> Pool Code <b>97933</b>	<sup>3</sup> Pool Name <b>WC-025 G-07 S233204D; BONE SPRING</b>
<sup>4</sup> Property Code <b>333920</b>	<sup>5</sup> Property Name <b>GATO GRANDE 9-4 FED COM</b>	<sup>6</sup> Well Number <b>301H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3649.3</b>

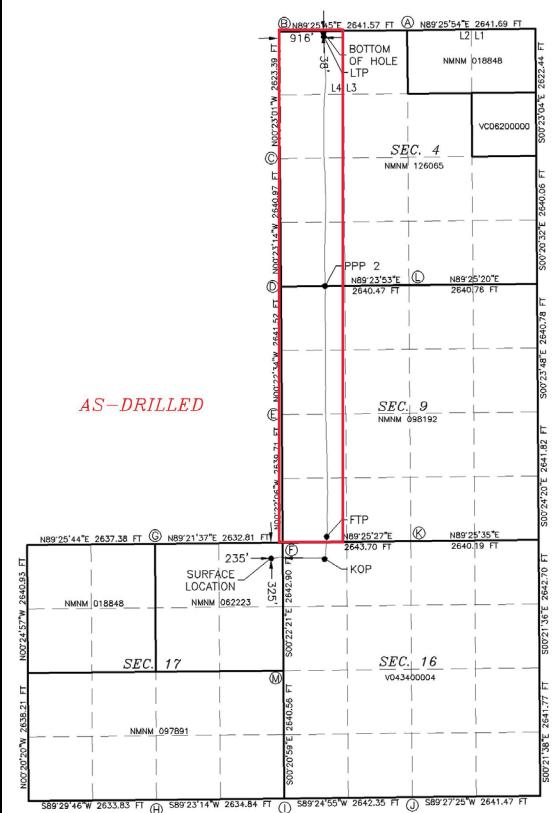
<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>17</b>	<b>23 S</b>	<b>32 E</b>		<b>325</b>	<b>NORTH</b>	<b>235</b>	<b>EAST</b>	<b>LEA</b>

<sup>11</sup> 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
<b>4</b>	<b>4</b>	<b>23 S</b>	<b>32 E</b>		<b>38</b>	<b>NORTH</b>	<b>916</b>	<b>WEST</b>	<b>LEA</b>

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><b>AS-DRILLED</b></p>	<p><b>GATO GRANDE 9-4 FED COM 301H</b> EL. = 3649.3</p> <p>GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION N. = 477452.63 E. = 740420.42 LAT. = 32.3109451°N LONG. = 103.6889272°W</p> <p>KICK OFF POINT 349' FNL, 868' FWL N. = 477440.15 E. = 741522.88 LAT. = 32.3108925°N LONG. = 103.6853592°W</p> <p>FIRST TAKE POINT (PPP 1) 111' FSL, 913' FWL N. = 477900.04 E. = 741565.79 LAT. = 32.3121559°N LONG. = 103.6852113°W</p> <p>LAST TAKE POINT 117' FNL, 921' FWL N. = 488215.18 E. = 741505.16 LAT. = 32.3405103°N LONG. = 103.6852055°W</p> <p>BOTTOM OF HOLE 38' FNL, 916' FWL N. = 488294.77 E. = 741499.35 LAT. = 32.3405287°N LONG. = 103.6852228°W</p> <p>PPP 2 0' FNL, 912' FWL N. = 483069.73 E. = 741531.13 LAT. = 32.3263663°N LONG. = 103.6852223°W</p> <p>CORNER COORDINATES TABLE NAD 83 NMSP EAST</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>A - N. = 488349.55</td><td>E. = 743224.40</td></tr> <tr><td>B - N. = 488323.24</td><td>E. = 740583.41</td></tr> <tr><td>C - N. = 488700.49</td><td>E. = 740601.10</td></tr> <tr><td>D - N. = 483060.15</td><td>E. = 740618.95</td></tr> <tr><td>E - N. = 480419.26</td><td>E. = 740636.28</td></tr> <tr><td>F - N. = 477780.18</td><td>E. = 740653.25</td></tr> <tr><td>G - N. = 477750.79</td><td>E. = 738021.18</td></tr> <tr><td>H - N. = 472469.80</td><td>E. = 738052.41</td></tr> <tr><td>I - N. = 472497.97</td><td>E. = 740686.53</td></tr> <tr><td>J - N. = 472524.93</td><td>E. = 743328.17</td></tr> <tr><td>K - N. = 477806.75</td><td>E. = 743296.24</td></tr> <tr><td>L - N. = 483087.89</td><td>E. = 743258.70</td></tr> <tr><td>M - N. = 475137.91</td><td>E. = 740670.42</td></tr> </table> <p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>— SECTION LINE</li> <li>— QUARTER LINE</li> <li>— LEASE LINE</li> <li>— WELL PATH</li> </ul>	A - N. = 488349.55	E. = 743224.40	B - N. = 488323.24	E. = 740583.41	C - N. = 488700.49	E. = 740601.10	D - N. = 483060.15	E. = 740618.95	E - N. = 480419.26	E. = 740636.28	F - N. = 477780.18	E. = 740653.25	G - N. = 477750.79	E. = 738021.18	H - N. = 472469.80	E. = 738052.41	I - N. = 472497.97	E. = 740686.53	J - N. = 472524.93	E. = 743328.17	K - N. = 477806.75	E. = 743296.24	L - N. = 483087.89	E. = 743258.70	M - N. = 475137.91	E. = 740670.42
A - N. = 488349.55	E. = 743224.40																										
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M - N. = 475137.91	E. = 740670.42																										
<p><b>17 OPERATOR CERTIFICATION</b></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> 10/24/2023</p> <p>Signature _____ Date _____</p> <p><b>Shayda Omoumi</b></p> <p>Printed Name _____</p> <p><b>shayda.omoumi@dvn.com</b></p> <p>E-mail Address _____</p> <p><b>18 SURVEYOR CERTIFICATION</b></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>OCTOBER 19, 2023</p> <p>Date of Survey _____</p> <p></p> <p>Signature and Seal of Professional Surveyor: _____</p> <p>Certificate Number: <b>ALMONE JARAMILLO, PLS 12797</b></p> <p style="text-align: right;">PROFESSIONAL SURVEYOR</p> <p style="text-align: right;">SURVEY NO. 9169A</p>																											

Intent  As Drilled 

API #
30-025-51260

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: GATO GRANDE 9-4 FED COM	Well Number 301H
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## Kick Off Point (KOP)

UL D 16	Section 23S	Township 32S	Range 32E	Lot	Feet 349	From N/S NORTH	Feet 868	From E/W WEST	County LEA
Latitude 32.3108925				Longitude 103.6853592					NAD 83

## First Take Point (FTP)

UL M 9	Section 23S	Township 32S	Range 32E	Lot	Feet 111	From N/S SOUTH	Feet 913	From E/W WEST	County LEA
Latitude 32.3121559				Longitude 103.6852113					NAD 83

## Last Take Point (LTP)

UL 4	Section 23S	Township 32S	Range 32E	Lot 4	Feet 117	From N/S NORTH	Feet 921	From E/W WEST	County LEA
Latitude 32.3405103				Longitude 103.6852055					NAD 83

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

 Y

Is this well an infill well?

 N

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

API #	Property Name:	Well Number
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.		

KZ 06/29/2018

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-51258</b>	<sup>2</sup> Pool Code <b>53800</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING</b>
<sup>4</sup> Property Code <b>320993</b>	<sup>5</sup> Property Name <b>STRAY CAT 8-5 FED COM</b>	<sup>6</sup> Well Number <b>303H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3647.5</b>

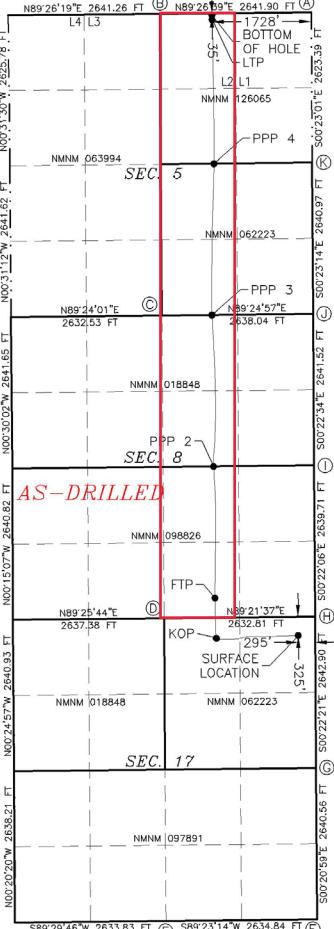
<sup>10</sup> Surface Location

UL or lot no. <b>A</b>	Section <b>17</b>	Township <b>23 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>325</b>	North/South line <b>NORTH</b>	Feet from the <b>295</b>	East/West line <b>EAST</b>	County <b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. <b>2</b>	Section <b>5</b>	Township <b>23 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>35</b>	North/South line <b>NORTH</b>	Feet from the <b>1728</b>	East/West line <b>EAST</b>	County <b>LEA</b>
<sup>12</sup> Dedicated Acres <b>319.50</b>	<sup>13</sup> Joint or Infill								

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><b>STRAY CAT 8-5 FED COM 303H</b> EL. = 3647.5</p> <p>GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION N. = 477451.96 E. = 740360.44 LAT. = 32.3109442°N LONG. = 103.6891214°W</p> <p>KICK OFF POINT 357' FNL, 1722' FEL N. = 477404.39 E. = 738933.79 LAT. = 32.3108370°N LONG. = 103.6937400°W</p> <p>LAST TAKE POINT 112' FNL, 1726' FEL N. = 488194.66 E. = 738858.54 LAT. = 32.3404973°N LONG. = 103.6937750°W</p> <p>PPP 2 2641' FSL, 1751' FEL N. = 480401.12 E. = 738885.33 LAT. = 32.3190749°N LONG. = 103.6938389°W</p> <p>PPP 3 0' FNL, 1763' FEL N. = 483042.17 E. = 738856.01 LAT. = 32.3263348°N LONG. = 103.6938828°W</p> <p>PPP 4 2641' FSL, 1711' FEL N. = 485683.03 E. = 738890.33 LAT. = 32.3335931°N LONG. = 103.6937207°W</p> <p>CORNER COORDINATES TABLE NAD 83 NMSP EAST</p> <p>A - N. = 488323.24 E. = 740583.54 B - N. = 488297.62 E. = 737942.34 C - N. = 483033.26 E. = 737981.62 D - N. = 477750.79 E. = 738021.18 E - N. = 472469.80 E. = 738052.41 F - N. = 472497.97 E. = 740686.53 G - N. = 475137.91 E. = 740670.42 H - N. = 477780.18 E. = 740653.25 I - N. = 480419.26 E. = 740636.28 J - N. = 483060.15 E. = 740618.95 K - N. = 485700.49 E. = 740601.10</p> <p>LEGEND — SECTION LINE - - - - QUARTER LINE — LEASE LINE - - - WELL PATH</p>	<p><b>17 OPERATOR CERTIFICATION</b> 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> 10/24/2023 Signature Date</p>
		<p><b>Shayda Omoumi</b> Printed Name</p> <p><b>shayda.omoumi@dvn.com</b> E-mail Address</p>
	<p><b>18 SURVEYOR CERTIFICATION</b> 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>OCTOBER 19, 2023</p> <p>Date of Survey</p> <p><i>AL MON F. JARAMILLO</i> Signature and Seal of Professional Surveyor: AL MON F. JARAMILLO, PLS 12797 PROFESSIONAL SURVEYOR Certificate Number: AL MON F. JARAMILLO, PLS 12797 SURVEY NO. 9167A</p>	

Intent  As Drilled 

API #	30-025-51258
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Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: STRAY CAT 8-5 FED COM	Well Number 303H
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## Kick Off Point (KOP)

UL B	Section 17	Township 23S	Range 32E	Lot	Feet 375	From N/S NORTH	Feet 1722	From E/W EAST	County LEA
Latitude 32.3108370			Longitude 103.6937400						

## First Take Point (FTP)

UL O	Section 8	Township 23S	Range 32E	Lot	Feet 346	From N/S SOUTH	Feet 1743	From E/W EAST	County LEA
Latitude 32.3127687			Longitude 103.6938082						

## Last Take Point (LTP)

UL 5	Section	Township 23S	Range 32E	Lot 2	Feet 112	From N/S NORTH	Feet 1726	From E/W EAST	County LEA
Latitude 32.3404973			Longitude 103.6937750						

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

 N

Is this well an infill well?

 Y

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

API # 30-025-44600	Property Name: STRAY CAT 8-5 FED COM	Well Number 213H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: STRAY CAT 8-5 FED COM	Well Number 213H

KZ 06/29/2018

**District I**  
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Form C-102  
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-51256</b>	<sup>2</sup> Pool Code <b>53800</b>	<sup>3</sup> Pool Name <b>SAND DUNES; BONE SPRING</b>
<sup>4</sup> Property Code <b>320993</b>	<sup>5</sup> Property Name <b>STRAY CAT 8-5 FED COM</b>	<sup>6</sup> Well Number <b>304H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3648.3</b>

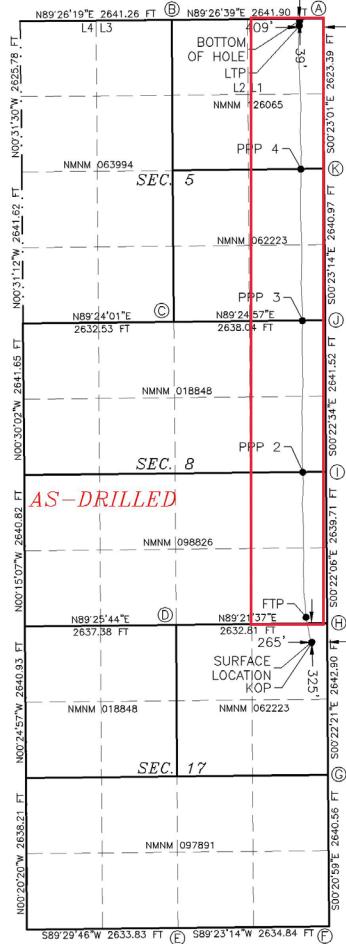
<sup>10</sup> Surface Location

UL or lot no. <b>A</b>	Section <b>17</b>	Township <b>23 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>325</b>	North/South line <b>NORTH</b>	Feet from the <b>265</b>	East/West line <b>EAST</b>	County <b>LEA</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. <b>1</b>	Section <b>5</b>	Township <b>23 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>39</b>	North/South line <b>NORTH</b>	Feet from the <b>409</b>	East/West line <b>EAST</b>	County <b>LEA</b>

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><b>STRAY CAT 8-5 FED COM 304H</b> EL. = 3648.3</p> <p>GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION N. = 477452.29 E. = 740390.43 LAT. = 32.3109446°N LONG. = 103.6890243°W</p> <p>KICK OFF POINT 333' FNL, 273' FEL N. = 477444.63 E. = 740381.81 LAT. = 32.3109237°N LONG. = 103.6890524°W</p> <p>LAST TAKE POINT 122' FNL, 413' FEL N. = 488197.23 E. = 740170.98 LAT. = 32.3404828°N LONG. = 103.6895256°W</p> <p>PPP 2 2640' FSL, 406' FEL N. = 480415.06 E. = 740230.68 LAT. = 32.319010°N LONG. = 103.6894838°W</p> <p>PPP 3 0' FNL, 394' FEL N. = 483056.13 E. = 740225.03 LAT. = 32.3263506°N LONG. = 103.6894507°W</p> <p>PPP 4 2641' FSL, 404' FEL N. = 488296.37 E. = 742497.69 LAT. = 32.3336082°N LONG. = 103.6894787°W</p> <p>CORNER COORDINATES TABLE NAD 83 NMSP EAST</p> <table border="1"> <tbody> <tr><td>A</td><td>= N. = 488323.24</td><td>E. = 740583.54</td></tr> <tr><td>B</td><td>= N. = 488297.62</td><td>E. = 737942.34</td></tr> <tr><td>C</td><td>= N. = 483033.26</td><td>E. = 737981.62</td></tr> <tr><td>D</td><td>= N. = 477750.79</td><td>E. = 738021.18</td></tr> <tr><td>E</td><td>= N. = 472469.80</td><td>E. = 738052.41</td></tr> <tr><td>F</td><td>= N. = 472497.97</td><td>E. = 740686.53</td></tr> <tr><td>G</td><td>= N. = 475137.91</td><td>E. = 740670.42</td></tr> <tr><td>H</td><td>= N. = 477780.18</td><td>E. = 740653.25</td></tr> <tr><td>I</td><td>= N. = 480419.26</td><td>E. = 740636.28</td></tr> <tr><td>J</td><td>= N. = 483060.15</td><td>E. = 740618.95</td></tr> <tr><td>K</td><td>= N. = 485700.49</td><td>E. = 740601.10</td></tr> </tbody> </table> <p>LEGEND — SECTION LINE - - - QUARTER LINE — LEASE LINE - - - WELL PATH</p>	A	= N. = 488323.24	E. = 740583.54	B	= N. = 488297.62	E. = 737942.34	C	= N. = 483033.26	E. = 737981.62	D	= N. = 477750.79	E. = 738021.18	E	= N. = 472469.80	E. = 738052.41	F	= N. = 472497.97	E. = 740686.53	G	= N. = 475137.91	E. = 740670.42	H	= N. = 477780.18	E. = 740653.25	I	= N. = 480419.26	E. = 740636.28	J	= N. = 483060.15	E. = 740618.95	K	= N. = 485700.49	E. = 740601.10	<p><b>17 OPERATOR CERTIFICATION</b> 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> 10/24/2023</p>
A	= N. = 488323.24	E. = 740583.54																																	
B	= N. = 488297.62	E. = 737942.34																																	
C	= N. = 483033.26	E. = 737981.62																																	
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K	= N. = 485700.49	E. = 740601.10																																	
<p>Signature</p>	<p>Date</p>																																		
<p><b>Shayda Omoumi</b></p>	<p>Printed Name</p>																																		
<p><a href="mailto:shayda.omoumi@dvn.com">shayda.omoumi@dvn.com</a></p>	<p>E-mail Address</p>																																		
<p><b>18 SURVEYOR CERTIFICATION</b></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>OCTOBER 19, 2023</p>	<p>Date of Survey</p>																																		
<p></p>	<p>Signature and Seal of Professional Surveyor:</p>																																		
<p>Certificate Number: </p>	<p>PROFESSIONAL SURVEYOR PROFESSIONAL SURVEYOR NO. 9168A</p>																																		

Intent  As Drilled 

API #
30-025-51256

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: STRAY CAT 8-5 FED COM	Well Number 304H
--	---	---------------------

## Kick Off Point (KOP)

UL A	Section 17	Township 23S	Range 32E	Lot	Feet 333	From N/S NORTH	Feet 274	From E/W EAST	County LEA
Latitude 32.3109237			Longitude 103.6890524						NAD 83

## First Take Point (FTP)

UL P	Section 8	Township 23S	Range 32E	Lot	Feet 110	From N/S SOUTH	Feet 364	From E/W WEST	County LEA
Latitude 32.3121395			Longitude 103.6893440						NAD 83

## Last Take Point (LTP)

UL 5	Section	Township 23S	Range 32E	Lot 1	Feet 122	From N/S NORTH	Feet 413	From E/W WEST	County LEA
Latitude 32.3404828			Longitude 103.6895256						NAD 83

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

 N

Is this well an infill well?

 Y

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

API # 30-025-44601	Property Name: STRAY CAT 8-5 FED COM	Well Number 214H
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.		

KZ 06/29/2018

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
STRAY CAT 8-5	303H	3002551258	NMNM98826	NMNM138944	DEVON
STRAY CAT 8-5	304H	3002551256	NMNM98826	NMNM98826	DEVON
GATO GRANDE 9-	301H	3002551260	NMNM98826	NMNM98826	DEVON

### Notice of Intent

**Sundry ID:** 2761955

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:** 11/16/2023

**Time Sundry Submitted:** 11:25

**Date proposed operation will begin:** 11/16/2023

**Procedure Description:** APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution. Devon Energy Production Company, LP is requesting approval for commingling at the Stray Cat 8 CTB 5. Please see attached.

### Surface Disturbance

**Is any additional surface disturbance proposed?:** No

### NOI Attachments

#### Procedure Description

Stray\_Cat\_8\_CTB\_5\_BLM\_commingle\_submittal\_20231116112456.pdf

**Operator**

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

**Operator Electronic Signature:** SHAYDA OMOUMI

**Signed on:** NOV 16, 2023 11:25 AM

**Name:** DEVON ENERGY PRODUCTION COMPANY LP

**Title:** Regulatory Compliance Associate 3

**Street Address:** 333 W SHERIDAN AVE

**City:** OKLAHOMA CITY

**State:** OK

**Phone:** (405) 235-3611

**Email address:** SHAYDA.OMOUMI@DVN.COM

**Field**

**Representative Name:**

**Street Address:**

**City:**

**State:**

**Zip:**

**Phone:**

**Email address:**



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

November 16, 2023

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**Re:** Stray Cat 8 CTB 5  
**Sec.-T-R:** 8-23S-32E  
**County:** Lea Co., New Mexico  
**Wells:** STRAY CAT 8-5 FED COM 303H, STRAY CAT 8-5 FED COM 304H, GATO GRANDE 9-4 FED COM 301H  
  
**Lease:** NMNM018848, NMNM126065, NMNM062223, NMNM098826, NMNM098192  
**Agreements:** 2 Bone Spring CAs Approved; 1 Bone Spring CA Pending  
**Pool:** [53800] SAND DUNES; BONE SPRING  
[97933] WC-025 G-07 S233204D; BONE SPRING

Interest Owners:

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

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

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

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

Sincerely,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Shayda Omoumi".

Shayda Omoumi  
Regulatory Compliance Professional  
Enclosure

Tracking	Name1	Name2	Int Type	Street	City	State	Postal Code
9414814901527181284739	ANDRA COCCIMIGLIO		OR	PO BOX 712091	SALT LAKE CITY	UT	84171-2091
9414814901527181284746	MARK WHEELER		OR	PO BOX 248	ROUND ROCK	TX	78680
9414814901527181284753	CHISOS MINERALS LLC		OR	PO BOX 470788	FORT WORTH	TX	76147
9414814901527181284760	CIMAREX ENERGY COMPANY		OR	PO BOX 972875	DALLAS	TX	75397
9414814901527181284777	CORNERSTONE FAMILY TRUST	774031	OR	PO BOX 558	PEYTON	CO	80831
9414814901527181284784	CROWNROCK MINERALS LP	JOHN KYLE THOMA SUCC TTEE	OR	PO BOX 51933	MIDLAND	TX	79710
9414814901527181284791	DONNELL FAMILY HOLDINGS LLC		OR	5909 WEST LOOP SOUTH STE 520	BELLAIRE	TX	77401
9414814901527181284807	EILEEN M GROOMS TTEE	OF EMG REVOCABLE TRUST	OR	1000 WEST FOURTH ST	ROSWELL	NM	88201
9414814901527181284814	GALLEY INVESTMENTS LLC	ROGER STEPH MEEK III	OR	4128 HANOVER STREET	BELLAIRE	TX	75205
9414814901527181284821	HARRY PRYOR BLACKWELL	ANAVAU INVESTMENTS LLC	OR	5909 WEST LOOP SOUTH #520	BELLAIRE	TX	77401
9414814901527181284838	J STEPHENS JONES	MARINA HOLDINGS LLC	OR	5909 WEST LOOP SOUTH #520	BELLAIRE	TX	77401
9414814901527181284845	JAREED PARTNERS LTD	A TEXAS LIMITED PARTNERSHIP	OR	PO BOX 51451	MIDLAND	TX	79710-1451
9414814901527181284852	JEAN C OAKASON MEMORIAL LLC	DAVID L PATTERSON AND LANI	OR	3018 E KSEL DR	SANDY	UT	84092
9414814901527181284869	JUSTIN T CRUM		OR	PO BOX 3598	ROSWELL	NM	88202
9414814901527181284876	MERPEL LLC	PONY OIL OPERATING LLC	OR	3100 MONTICELLO AVE STE 500	DALLAS	TX	75205
9414814901527181284883	MSH FAMILY REAL ESTATE PTR II LLC		OR	4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181284890	ONRR	ROYALTY MANAGEMENT PROGRAM RI	OR	PO BOX 25627	DENVER	CO	80225-0627
9414814901527181284906	PAUL R BARWIS	CARE OF DUTTON HARRIS AND CO	OR	PO BOX 230	MIDLAND	TX	79702
9414814901527181284913	PEGASUS RESOURCES II LLC		OR	PO BOX 470698	FORT WORTH	TX	76147
9414814901527181284920	PEGASUS RESOURCES NM LLC		OR	PO BOX 735082	DALLAS	TX	75373-5082
9414814901527181284937	REDMAN MINERALS LLC		OR	5909 WEST LOOP SOUTH #520	BELLAIRE	TX	77401
9414814901527181284944	RICHARDSON MINERAL & ROYALTY LLC		OR	PO BOX 2423	ROSWELL	NM	88202
9414814901527181284951	SHARBRO ENERGY LLC	ELIZABETH A BAKER AIF	WI	PO BOX 840	ARTESIA	NM	88210
9414814901527181284968	SMP PATRIOT MINERAL HOLDINGS LLC		OR	4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181284975	SMP SIDECAR TITAN MINERAL HOLDINGS LP		OR	4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181284982	SMP TITAN FLEX LP		OR	4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181284999	SMP TITAN MINERAL HOLDINGS LP		OR	4143 MAPLE AVE STE 500	DALLAS	TX	75219
9414814901527181284502	TAZ HOLDINGS LLC		OR	5909 WEST LOOP SOUTH STE 520	BELLAIRE	TX	77401
9414814901527181284519	TD MINERALS LLC		OR	8111 WESTCHESTER DR STE 900	DALLAS	TX	75225
9414814901527181284526	THE OAKASON JR CO LLC	BANK OF AMERICA NA AGENT	OR	PO BOX 840738	DALLAS	TX	75284-0738
9414814901527181284533	TIFFANY CRUM		OR	PO BOX 3598	ROSWELL	NM	88202

**Location**

# **LEA COUNTY, NEW MEXICO**

**N**otice of Application for Surface Commingling. Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD for a surface commingle of the oil/gas production at the Stray Cat 8 CTB 5 battery. The facilities are located in Lea County in E/2, SE/4, S8, T23S, R32E. Wells going to the batteries are located in Section 17 of 23S-32E. Production is from the [53800] SAND DUNES; BONE SPRING & [97933] WC-025 G-07 S233204D; BONE SPRING.

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

---

**For questions pertaining to the application, please contact Devon Energy Production Company, L.P.**

**(405) 235-3611**

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
STRAY CAT 8-5	303H	3002551258	NMNM98826	NMNM138944	DEVON
STRAY CAT 8-5	304H	3002551256	NMNM98826	NMNM98826	DEVON
GATO GRANDE 9-	301H	3002551260	NMNM98826	NMNM98826	DEVON

### Notice of Intent

**Sundry ID:** 2761955

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**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:** 11/16/2023

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### Surface Disturbance

**Is any additional surface disturbance proposed?:** No

### NOI Attachments

#### Procedure Description

Stray\_Cat\_8\_CTB\_5\_BLM\_commingle\_submittal\_20231116112456.pdf

### Conditions of Approval

#### Specialist Review

Surface\_Commingling\_COA\_20240217010500.pdf

**Operator**

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

**Operator Electronic Signature:** SHAYDA OMOUMI

**Signed on:** NOV 16, 2023 11:25 AM

**Name:** DEVON ENERGY PRODUCTION COMPANY LP

**Title:** Regulatory Compliance Associate 3

**Street Address:** 333 W SHERIDAN AVE

**City:** OKLAHOMA CITY

**State:** OK

**Phone:** (405) 235-3611

**Email address:** SHAYDA.OMOUMI@DVN.COM

**Field**

**Representative Name:**

**Street Address:**

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**BLM Point of Contact**

**BLM POC Name:** JONATHON W SHEPARD

**BLM POC Phone:** 5752345972

**Disposition:** Approved

**Signature:** Jonathon Shepard

**BLM POC Title:** Petroleum Engineer

**BLM POC Email Address:** jshepard@blm.gov

**Disposition Date:** 02/17/2024

Form 3160-5  
(June 2019)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB No. 1004-0137  
Expires: October 31, 2021**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.******SUBMIT IN TRIPPLICATE - Other instructions on page 2***

1. Type of Well

 Oil Well  Gas Well  Other

7. If Unit of CA/Agreement, Name and/or No.

2. Name of Operator

8. Well Name and No.

3a. Address

3b. Phone No. (include area code)

9. API Well No.

4. Location of Well (Footage, Sec., T.R.M., or Survey Description)

10. Field and Pool or Exploratory Area

11. Country or Parish, State

## 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"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Subsequent Report	<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"/> Final Abandonment Notice	<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 recomplete 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 performed 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 determined 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

STRAY CAT 8-5 FED COM 303H, US Well Number: 3002551258, Case Number: NMNM138944, Lease Number: NMNM98826,  
Operator:DEVON ENERGY PRODUCTION COMPANY LP

STRAY CAT 8-5 FED COM 304H, US Well Number: 3002551256, Case Number: NMNM98826, Lease Number: NMNM98826,  
Operator:DEVON ENERGY PRODUCTION COMPANY LP

GATO GRANDE 9-4 FED COM 301H, US Well Number: 3002551260, Case Number: NMNM98826, Lease Number: NMNM98826,  
Operator:DEVON ENERGY PRODUCTION COMPANY LP

CONFIDENTIAL

## 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 Stray Cat 8 CTB 5

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

CA: Approved NMNM138943; Leases: NMNM-018848 (12.5%), NMNM-126065 (12.5%), NMNM-062223 (12.5%), NMNM-098826 (12.5%)			
Well Name	API	Location	Pool
Stray Cat 8-5 Fed Com 303H	3002551258	A-17-23S-32E - 325 FNL & 295 FEL	[53800] SAND DUNES; BONE SPRING

CA: Approved NMNM138944; Leases: NMNM-018848 (12.5%), NMNM-126065 (12.5%), NMNM-062223 (12.5%), NMNM-098826 (12.5%)			
Well Name	API	Location	Pool
Stray Cat 8-5 Fed Com 304H	3002551256	A-17-23S-32E - 325 FNL & 265 FEL	[53800] SAND DUNES; BONE SPRING

CA: Pending W2W2 of Sec 9 and Lot 4, SWNW, & W2SW of Sec 4 Bone Spring CA; Leases: NMNM-126065 (12.5%), NMNM-098192 (12.5%)			
Well Name	API	Location	Pool
Gato Grande 9-4 Fed Com 301H	3002551260	A-17-23S-32E - 325 FNL & 235 FEL	[97933] WC-025 G-07 S233204D; BONE SPRING

### CA:

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

Approved Bone Spring CA NMNM138943: W2E2 of Sec 8 and Lot 2, SWNE, & W2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

Approved Bone Spring CA NMNM138944: E2E2 of Sec 8 and Lot 1, SENE, & E2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

Pending Bone Spring CA: W2W2 of Sec 9 and Lot 4, SWNW, & W2SW of Sec 4, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation

### Oil & Gas metering:

The Stray Cat 8 CTB 5 central tank battery is in E/2, SE/4, S8, T23S, R32E 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 from oil conditioning and from the water and oil tanks is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
GATO GRANDE 9-4 FED COM 301H	DVN / *	DVN / *	DVN / *
STRAY CAT 8-5 FED COM 303H	DVN / *	DVN / *	DVN / *
STRAY CAT 8-5 FED COM 304H	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 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.

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. 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)

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

Date: 11/16/2023

## **Additional information:**

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). There will not be a CA created due to having one federal lease.
3. A proposed allocation agreement (including allocation of produced water) that includes:  
Information provided on Allocation Methodology Attachment.(100% going to one federal lease)
  - a. An allocation methodology
  - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
  - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:
    - i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.  
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2-2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2-2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.  
Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.  
When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.

- a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
- b. The location of all existing or planned facilities
- c. The location of all wells (including API numbers) that are in the proposed CAA
- d. Any piping that will be included in the CAA
- e. The location of all existing or proposed FMPs

5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.

- i. Completion Report will provide well test.

6. Gas analysis -not required operator is applying for a CAA under 3173.14(a)(1))

7. A statement on whether the location of the FMP is on lease or off lease.

- a. On lease FMP: Justification for off lease measurement (OLM)

8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations.

- a. There is not any additional surface disturbance for this location.

9. Any additional documentation that would be required under 3174.15 (f—i) relating to surface use or right of way grant applications

- a. There are not any additional right of way grant applications for this location.

## Allocation Methodology

### PRORATED ALLOCATION

#### **GAS ALLOCATION**

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

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

## Applied Allocation Spreadsheet Examples

ALLOCATION METHODOLOGY USED TO DETERMINE TOTAL NET CTB GAS VOLUME FOR CTB FOR ROYALTY PURPOSES								
Manually entered metered volumes from meter statement								
Allocated volumes for reporting OGOR								
Well Name	Gas WH ALLOC	GL INJ	Net Well Prod (WH-GLI)	Gas Theo % of Prod	Net CTB Gas (Total Net FMP)	Flare	Lease Use	Allocated Prod
	1,795	1,220	575	0.052601847	576	8.36	4.16	588.72
	1,826	1,162	664	0.060687969	665	9.65	4.79	679.22
	1,976	1,458	518	0.047355831	519	7.53	3.74	530.01
	1,641	1,250	391	0.035725745	391	5.68	2.82	399.84
	2,524	2,100	424	0.038766953	425	6.16	3.06	433.88
	1,746	1,254	491	0.044918842	492	7.14	3.55	502.73
	1,783	1,221	563	0.051431800	563	8.18	4.06	575.62
	1,574	1,211	363	0.033190033	364	5.28	2.62	371.46
	1,259	986	273	0.024964053	273	3.97	1.97	279.40
	988	788	200	0.018245423	200	2.90	1.44	204.20
	1,824	1,542	282	0.025786742	282	4.10	2.04	288.61
	1,343	929	414	0.037852854	415	6.02	2.99	423.65
	1,895	1,359	536	0.049005780	537	7.79	3.87	548.47
	2,326	1,493	833	0.076174641	834	12.11	6.02	852.55
	1,870	1,208	662	0.060531658	663	9.62	4.78	677.47
	2,599	1,703	895	0.081845713	897	13.01	6.47	916.02
	2,497	1,989	508	0.046437161	509	7.38	3.67	519.72
	1,968	1,476	491	0.044898732	492	7.14	3.55	502.51
	2,335	1,515	820	0.074915012	821	11.91	5.92	838.45
	1,976	1,500	476	0.043512957	477	6.92	3.44	487.00
	1,461	901	560	0.051150257	560	8.13	4.04	572.47
	39,206	28,266	10,940	1.000000000	10,954	159	79	11,192
BATT ALLOC/3rd Party	40,053							
BUYBACK	29,099							
NET CTB GAS (TOTAL NET FMP)	10,954							
FLARE	159							
LEASE USE	79							
VRU (included in BATT ALLOC/3rd Party)	350							
GL COMPR (included in BUYBACK)	500							
ALLOCATED PROD	11,192							

ALLOCATION METHODOLOGY USED TO DETERMINE TOTAL NET CTB OIL VOLUME FOR CTB FOR ROYALTY PURPOSES								
Manually entered metered volumes from meter statement			Allocated volumes for reporting OGOR					
Well Name	Oil WH ALLOC	Oil Theo % of Prod	Alloc Well Production	Available Sales	Oil Theo % Avail for Sale	Allocated Oil Sales (FMP)	Beginning Inventory	Ending Inventory
	11.00	0.004232055	11.05	21.28	0.004232055	12.70	8.58	6.94
	110.40	0.042474444	110.94	213.56	0.042474444	127	86.14	69.66
	153.98	0.059241077	154.74	297.86	0.059241077	178	120.14	97.16
	160.71	0.061830325	161.50	310.88	0.061830325	185	125.39	101.40
	211.15	0.081236222	212.19	408.46	0.081236222	244	164.75	133.23
	196.11	0.075449848	197.08	379.36	0.075449848	226	153.01	123.74
	182.65	0.070271352	183.55	353.32	0.070271352	211	142.51	115.25
	105.50	0.040589256	106.02	204.08	0.040589256	122	82.32	66.57
	73.80	0.028393243	74.16	142.76	0.028393243	85	57.58	46.56
	134.80	0.051861912	135.46	260.76	0.051861912	156	105.18	85.05
	151.12	0.058140743	151.86	292.33	0.058140743	174	117.91	95.35
	183.12	0.070452176	184.02	354.23	0.070452176	211	142.88	115.54
	94.56	0.036380285	95.03	182.92	0.036380285	109	73.78	59.66
	98.21	0.037784558	98.69	189.98	0.037784558	113	76.63	61.97
	151.91	0.058444681	152.66	293.86	0.058444681	175	118.53	95.85
	170.25	0.065500671	171.09	329.34	0.065500671	197	132.84	107.42
	169.67	0.065277527	170.50	328.22	0.065277527	196	132.38	107.06
	92.60	0.035626210	93.06	179.13	0.035626210	107	72.25	58.43
	10.00	0.003847323	10.05	19.34	0.003847323	12	7.80	6.31
	85.08	0.032733023	85.50	164.58	0.032733023	98	66.38	53.68
	52.59	0.020233071	52.85	101.73	0.020233071	61	41.03	33.18
	2,599	1.000000000	2,612	5,028	1.000000000	3,000	2,028	1,640
CTB ALLOCATED PRODUCTION		2,612						
CTB AVAILABLE FOR SALE		5,028						
PIPELINE LACT		3,000						
BEGINNING TANK INVENTORY		2,028						
ENDING TANK INVENTORY		1,640						

ALLOCATION METHODOLOGY USED TO DETERMINE TOTAL NET CTB WATER VOLUME FOR CTB FOR ROYALTY PURPOSES								
Manually entered metered volumes from meter statement			Allocated volumes for reporting OGOR					
Well Name	WATER WH ALLOC	Oil Theo % of Prod	Alloc Well Production	Total Water Available	Water Theo % Avail To Transfer	Allocated Water Transferred	Beginning Inventory	Ending Inventory
	22.00	0.011778815	23.44	34.68	0.011778815	23.56	11.24	11.12
	100.40	0.053754230	106.97	158.25	0.053754230	108	51.28	50.74
	123.51	0.066127340	131.59	194.68	0.066127340	132	63.09	62.42
	125.71	0.067305221	133.94	198.15	0.067305221	135	64.21	63.54
	188.15	0.100735641	200.46	296.57	0.100735641	201	96.10	95.09
	176.20	0.094337602	187.73	277.73	0.094337602	189	90.00	89.05
	152.60	0.081702146	162.59	240.53	0.081702146	163	77.94	77.13
	95.50	0.051130766	101.75	150.53	0.051130766	102	48.78	48.27
	53.50	0.028643937	57.00	84.33	0.028643937	57	27.33	27.04
	120.20	0.064355163	128.07	189.46	0.064355163	129	61.39	60.75
	142.00	0.076026899	151.29	223.82	0.076026899	152	72.53	71.77
	123.12	0.065918533	131.18	194.06	0.065918533	132	62.89	62.23
	34.56	0.018503448	36.82	54.47	0.018503448	37	17.65	17.47
	48.21	0.025811667	51.37	75.99	0.025811667	52	24.62	24.37
	51.91	0.027792650	55.31	81.82	0.027792650	56	26.51	26.24
	70.25	0.037611899	74.85	110.73	0.037611899	75	35.88	35.51
	69.67	0.037301366	74.23	109.82	0.037301366	75	35.59	35.21
	72.60	0.038870090	77.35	114.43	0.038870090	78	37.08	36.69
	10.00	0.005354007	10.65	15.76	0.005354007	11	5.11	5.05
	55.08	0.029489870	58.68	86.82	0.029489870	59	28.13	27.84
	32.59	0.017448709	34.72	51.37	0.017448709	35	16.65	16.47
	1,868	1.000000000	1,990	2,944	1.000000000	2,000	954	944
CTB ALLOCATED PRODUCTION		1,990						
CTB AVAILABLE TO TRANSFER		2,944						
WATER TRANSFER METER		2,000						
BEGINNING TANK INVENTORY		954						
ENDING TANK INVENTORY		944						

**Legend of all acronyms and abbreviations used in “Additional information” attachment.**

- CAA - Commingling and Allocation Approval
- PA – Participating Area
- CA - Communitization agreement
- FMP- Facility measurement point
- API- American Petroleum Institute
- API MPMS Chapter 20.1-2013 - API MPMS 20.1, 1st Edition, 1993 - Manual of Petroleum Measurement Standards Chapter 20-Allocation Measurement Section 1-Allocation Measurement
- API MPMS Chapter 20.2-2016 - API MPMS 20.2, 1st Edition, November 2016 - Manual of Petroleum Measurement Standards Chapter 20.2 Production Allocation Measurement Using Single-phase Devices
- API MPMS Chapter 21, Section 1, Flow Measurement Using Electronic Metering Systems— Electronic Gas Measurement; Second Edition, February 2013
- API MPMS Chapter 14.3.2-2016- API MPMS 14.3.2, 5th Edition, March 2016 - Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids - Concentric, Square-edged Orifice Meters Part 2: Specification and Installation Requirements
- EFM- electronic flow meter
- API Chapter 14.1 and GPA 2166-2017 - Obtaining Natural Gas Samples for Analysis by Gas Chromatography; The purpose of GPA 2166-17 is to recommend procedures for obtaining samples from flowing natural gas streams that represent the composition of the vapor phase portion of the system being analyzed.
- API MPMS Chapter 5.6-2013 - API MPMS Chapter 5—Metering, Section 6, Measurement of Liquid Hydrocarbons by Coriolis Meters; First Edition, October 2002; Reaffirmed November 2013
- API MPMS Chapter 7, Temperature Determination; First Edition, June 2001, Reaffirmed February 2012
- API MPMS Chapter 11.1-2012- API MPMS Chapter 11—Physical Properties Data, Section 1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products and Lubricating Oils; May 2004, Addendum 1 September 2007; Reaffirmed August
- API MPMS Chapter 12.2.1-2014 –Calculation of Petroleum Quantities, Section 2, Calculation of Petroleum Quantities Using Dynamic Measurement Methods and Volumetric Correction Factors, Part 1, Introduction; Second Edition, May 1995; Reaffirmed March 2014
- OLM- off lease measurement
- WH ALLOC - Wellhead Allocation
- GL INJ - Gas Lift Injection
- CTB – Centralized Tank Battery
- BATT ALLOC - Battery Allocation
- HP Flare/ HP FL - High Pressure Flare
- VRU- Vapor Recovery Unit
- ULPS- ultra-low-pressure separator
- CTB BATT ALLOC – Centralized Tank Battery, Battery Allocation
- OGOR - Oil and Gas Operations Report

- GAS WH ALLOC – Gas Wellhead Allocation
- GL INJ – Gas Lift injection
- NEW WELL PROD(WH-GLI)- New Well Production (Wellhead – Gas Lift Injection)
- GAS THEO % OF PROD – Gas Theoretical Percentage of Production
- NET CTB GAS (TOTAL NET FMP) – Net Centralized Tank Battery Gas (Total Net Facility measurement point)
- GL COMPR(INCLUDED IN BUYBACK)- Gas Lift Compressor
- ALLOCATED PROD – Allocated Production
- OIL WH ALLOC – Oil Wellhead Allocation
- OIL THEO % OF PROD - Oil Theoretical Percentage of Production
- ALLOC WELL PRODUCTION – Allocated Well Production
- OIL THEO % AVAIL FOR SALE - Oil Theoretical Percentage Available For Sale
- WATER WH ALLOC- Water Wellhead Allocation
- WATER THEO %AVAIL TO TRANSFER- Water Theoretical Percentage of Available to Transfer

## Proposed Federal CAs with lease numbers and allocation percentages per lease

STRAY CAT 8 CTB 5	TOTAL ACRES				
<b>CA 1: Approved Bone Spring CA NMNM138943</b>		NMNM018848	NMNM126065	NMNM062223	NMNM098826
W2E2 of Sec 8 and Lot 2, SWNE, & W2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation	100	25%	25%	25%	25%
<b>BONE SPRING</b>	319.5	80	79.5	80	80
Stray Cat 8-5 Fed Com 303H					
<b>CA 2: Approved Bone Spring CA NMNM138944</b>		NMNM018848	NMNM126065	NMNM062223	NMNM098826
E2E2 of Sec 8 and Lot 1, SENE, & E2SE of Sec 5, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation	100	25%	25%	25%	25%
<b>BONE SPRING</b>	319.49	80	79.49	80	80
Stray Cat 8-5 Fed Com 304H					
<b>CA 3: Pending Bone Spring CA</b>		NMNM126065	NMNM098192		
W2W2 of Sec 9 and Lot 4, SWNW, & W2SW of Sec 4, T-23-S, R-32-E, Lea County, New Mexico, Bone Spring Formation	100	50%	50%		
<b>BONE SPRING</b>	319.48	159.48	160		
Gato Grande 9-4 Fed Com 301H					

## EXHIBIT "A"

To Communization Agreement dated July 1, 2018 embracing W2E2 of Section 8 and Lot 2, SWNE, & W2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

5	NMNM -126065  79.50 acres	
	NMNM -62223  80.00 acres	
8	NMNM- -18848  80.00 acres	
	NMNM -98826  80.00 acres	

## EXHIBIT "A"

To Communization Agreement dated July 1, 2018 embracing E2E2 of Section 8 and Lot 1, SENE, & E2SE of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

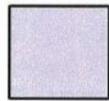
5	NMNM -126065
	79.49 acres
8	NMNM -62223
	80.00 acres
8	NMNM -18848
	80.00 acres
8	NMNM -98826
	80.00 acres

**EXHIBIT "A"**

To Communitization Agreement dated April 1, 2023, embracing the following described land in W2W2 of Section 9 and Lot 4 (39.53), SWNW, and W2SW of Section 4, Township 23 South, Range 32 East, Lea County, New Mexico.

**Gato Grande 9-4 Fed Com 301H**

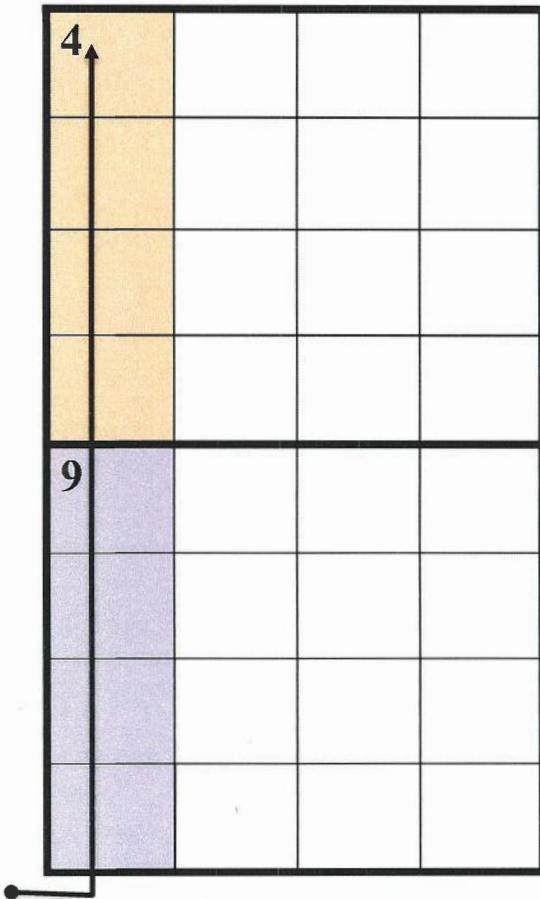
SHL: 325' FNL & 235' FEL, Sec 17-23S-32E  
BHL: 20' FNL & 990' FWL, Sec 4-23S-32E



**Tract 1**  
**NMMN 98192**  
**160.00 acres**



**Tract 2**  
**NMMN 126065**  
**159.48**



Gato Grande 9-4 Fed Com 301H

## Economic Justification Report

### Stray Cat 8 CTB 5

Well Name & Number	Type	Fed Lease 1 Royalty Rate	Fed Lease 2 (if applicable) Royalty Rate	Fed Lease 3 (if applicable) Royalty Rate	Fed Lease 4 (if applicable) Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
GATO GRANDE 9-4 FED COM 301H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM018848 - 12.5%	NMNM098826 - 12.5%	2079	44.6	2959	1390
STRAY CAT 8-5 FED COM 303H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM018848 - 12.5%	NMNM098826 - 12.5%	1909	44.6	2669	1390
STRAY CAT 8-5 FED COM 304H*	Sweet	NMNM126065 - 12.5%	NMNM062223 - 12.5%	NMNM098192 - 12.5%		1906	44.6	2684	1390
*These calculations are based off of offset well production and are only a proposal*									

Signed:



Date: 11/16/2023

Printed Name: Shayda Omouri

Title: Regulatory Compliance Professional

#### Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
5894.0	44.6	8312.0	1390.0

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective.

303H,304H  
GATO GRANDE 9-4 FED COM WELL  
301H  
LEA COUNTY, NEW MEXICO



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

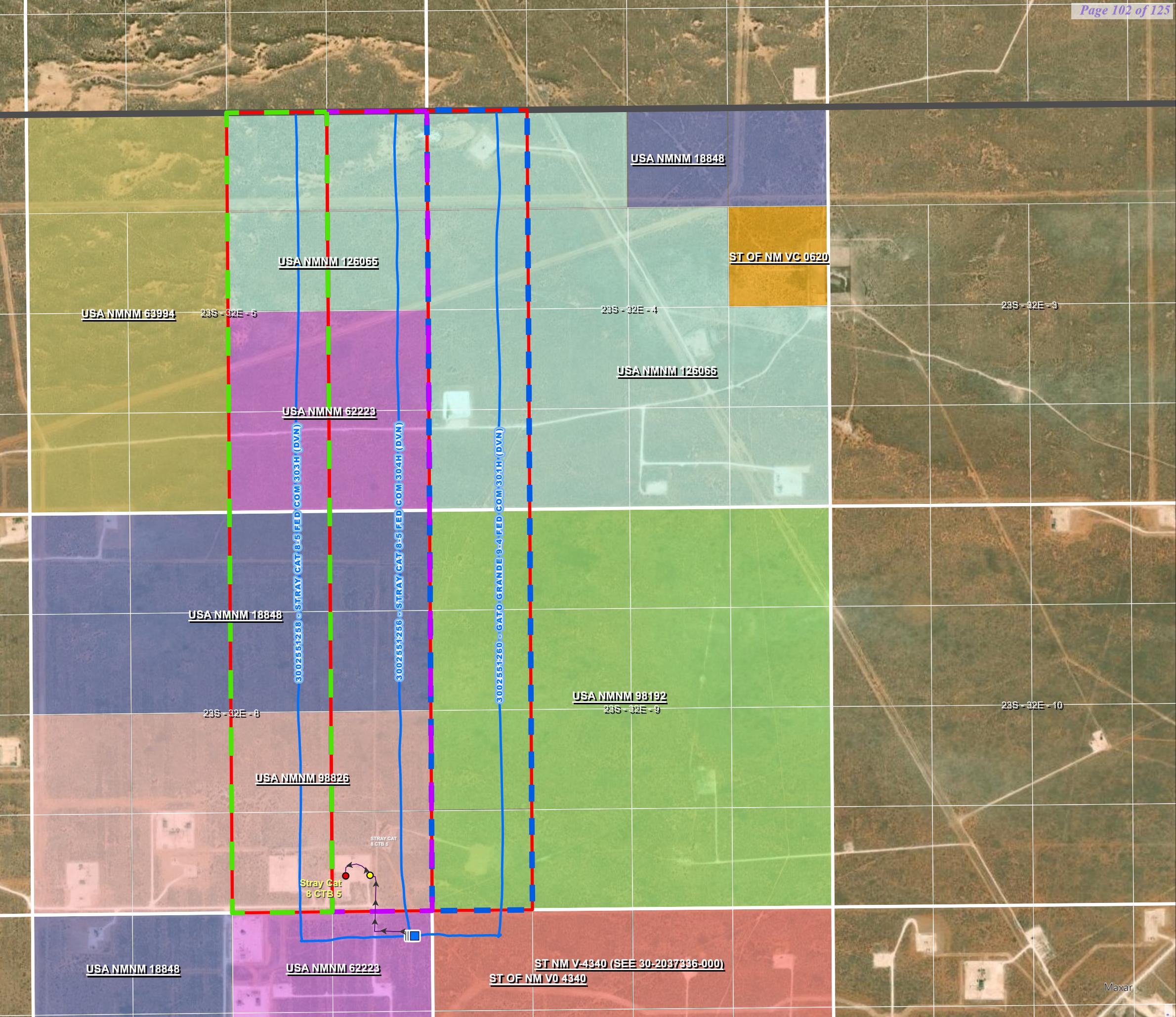
NAD 1983 2011 StatePlane New Mexico East FIPS 3001 Ft US  
Datum: NAD 1983 2011  
Created by: kinnas  
Map is current as of: 11/10/2023

0 250 500 1,000  
1:15,000  
Feet

- █ Deviated Surface
- Central Tank Battery
- Sales Meter
- Flow Line
- Directional Survey (ACT-DVN/OBO)
- Pending CA
- Approved CA - NMNM138944
- Approved CA - NMNM138943
- Project Areas

DEVON LEASEHOLD

- █ ST NM V-4340 (SEE 30-2037336-000)
- █ ST OF NM V0 4340
- █ ST OF NM VC 0620
- █ USA NMNM 126065
- █ USA NMNM 18848
- █ USA NMNM 62223
- █ USA NMNM 63994
- █ USA NMNM 98192
- █ USA NMNM 98826



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<b>01 02-25-1920;041STAT0437;30USC181ETSEQ</b> <b>Case Type 311211: O&amp;G LSE SIMO PUBLIC LAND</b> <b>Commodity 459: OIL &amp; GAS</b> <b>Case Disposition: AUTHORIZED</b>	<b>Total Acres:</b> <b>1,954.130</b>	<b>Serial Number</b> <b>NMNM 018848</b>
<b>Case File Juris:</b>		

<b>Serial Number: NMNM-- 018848</b>					
<b>Name &amp; Address</b>					
<b>Int Rel</b>					
<b>% Interest</b>					
XTO ENERGY INC	22777 SPRINGWOODS VILLAGE PKWY	SPRING	TX	773891425	OPERATING RIGHTS
DEVON ENERGY CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	OPERATING RIGHTS
CHEVRON USA INC	6301 DEAUVILLE	MIDLAND	TX	797062964	LESSEE

<b>Serial Number: NMNM-- 018848</b>									
<b>Mer</b>	<b>Twp</b>	<b>Rng</b>	<b>Sec</b>	<b>SType</b>	<b>Nr</b>				
Suff	Subdivision					<b>District/ Field Office</b>	<b>County</b>	<b>Mgmt Agency</b>	
23	0230S	0320E	004	LOTS		1,2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	008	ALIQ		N2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	017	ALIQ		NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	018	LOTS		1-4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	018	ALIQ		W2NE,SENW,E2SW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	019	LOTS		1-4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	019	ALIQ		E2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	031	ALIQ		E2,E2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	031	LOTS		1-4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

<b>Relinquished/Withdrawn Lands</b>					
<b>Serial Number: NMNM-- 018848</b>					
23	0230S	0340E	718	FF	NENW,ASGN;
				PECOS DISTRICT OFFICE	LEA
					BUREAU OF LAND MGMT

<b>Serial Number: NMNM-- 018848</b>					
<b>Act Date</b>	<b>Act Code</b>	<b>Action Txt</b>		<b>Action Remarks</b>	<b>Pending Off</b>
05/28/1973	387	CASE ESTABLISHED		SPAR46;	
05/29/1973	888	DRAWING HELD			
07/23/1973	237	LEASE ISSUED			
08/01/1973	496	FUND CODE		05;145003	
08/01/1973	530	RLTY RATE - 12 1/2%			
08/01/1973	868	EFFECTIVE DATE			
01/29/1976	315	RENTAL RATE DET/ADJ		\$2.00;	
12/08/1977	791	TERMINAT'N NOTICE ISSUED			
12/27/1977	284	REINSTATEMENT FILED		CLASS I	

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02/01/1978	282	REINSTATEMENT APPROVED	CLASS I EFF 8/1/77;	
03/13/1978	817	MERGER RECOGNIZED	SKELLY OIL/GETTY OIL	
03/13/1978	817	MERGER RECOGNIZED	MISSION/GETTY OIL	
12/16/1979	650	HELD BY PROD - ACTUAL		
03/05/1980	102	NOTICE SENT-PROD STATUS		
08/01/1985	140	ASGN FILED	GETTY/TEXACO	
10/25/1985	139	ASGN APPROVED	EFF 09/01/85;	
05/04/1988	974	AUTOMATED RECORD VERIF	GETTY/TEXACO MCS/RO	
10/20/1988	963	CASE MICROFILMED/SCANNED	CNUM 102,929	
06/01/1990	677	SUS OPS OR PROD/PMT REQD	MARGINAL WELL	
04/09/1991	940	NAME CHANGE RECOGNIZED	TEXACO PROD/EXPL&PROD	
11/01/1992	678	SUSP LIFTED	MARGINAL WELL	
12/14/1992	899	TRF OF ORR FILED	(1)	
12/14/1992	899	TRF OF ORR FILED	(2)	
03/31/1993	625	RLTY REDUCTION APPV	/1/	
10/26/1993	393	DEC ISSUED	SUSPENSION LIFTED	
10/26/1993	974	AUTOMATED RECORD VERIF	GAG	
01/23/1995	575	APD FILED	1)TEXACO EXPL & PROD	
01/23/1995	575	APD FILED	2)TEXACO EXPL & PROD	
01/23/1995	575	APD FILED	3)TEXACO EXPL & PROD	
01/23/1995	575	APD FILED	4)TEXACO EXPL & PROD	
02/21/1995	576	APD APPROVED	4)9-SDE "31" FED	
02/24/1995	575	APD FILED	1)TEXACO EXPL & PROD	
02/24/1995	575	APD FILED	2)TEXACO EXPL & PROD	
02/24/1995	575	APD FILED	3)TEXACO EXPL & PROD	
02/24/1995	575	APD FILED	4)TEXACO EXPL & PROD	
02/24/1995	575	APD FILED	5)TEXACO EXPL & PROD	
02/28/1995	576	APD APPROVED	1)6-SDE "31" FED	
02/28/1995	576	APD APPROVED	2)7-SDE "31" FED	
02/28/1995	576	APD APPROVED	3)8-SDE "31" FED	
03/28/1995	576	APD APPROVED	4)4-SDE 19 FEDERAL	
03/28/1995	576	APD APPROVED	5)5-SDE 19 FED	
03/28/1995	576	APD APPROVED	3-SDE 19 FED	
04/03/1995	575	APD FILED	1)TEXACO EXPL & PROD	
04/03/1995	575	APD FILED	2)TEXACO EXPL & PROD	
04/03/1995	575	APD FILED	3)TEXACO EXPL & PROD	
04/03/1995	575	APD FILED	4)TEXACO EXPL & PROD	
04/03/1995	575	APD FILED	5)TEXACO EXPL & PROD	
04/04/1995	576	APD APPROVED	15-SDE 31 FED	

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Act Date	Act Code	Action Txt	Action Remarks	Pending Off	Serial Number: NMNM-- - 018848
04/04/1995	576	APD APPROVED	14-SDE 31 FED		
05/04/1995	576	APD APPROVED	11-SDE 31 FED		
05/04/1995	576	APD APPROVED	10-SDE 31 FED		
05/04/1995	576	APD APPROVED	12-SDE 31 FED		
05/04/1995	576	APD APPROVED	13-SDE 31 FED		
05/04/1995	576	APD APPROVED	16-SDE 31 FED		
04/24/2000	140	ASGN FILED	TEXACO E&P/BARGO		
05/01/2000	570	CASE SEGREGATED BY ASGN	INTO NMNM105929;		
02/12/2001	139	ASGN APPROVED	EFF 05/01/2000;		
02/12/2001	974	AUTOMATED RECORD VERIF	KAT		
05/24/2002	140	ASGN FILED	TEXACO EXPL & PROD		
07/09/2002	139	ASGN APPROVED	EFF 06/01/02;		
07/09/2002	974	AUTOMATED RECORD VERIF	JLV		
10/04/2004	932	TRF OPER RGTS FILED	CHEVRON USA/XTO ENE		
11/23/2004	933	TRF OPER RGTS APPROVED	EFF 11/01/04;		
11/23/2004	974	AUTOMATED RECORD VERIF	JLV		
02/01/2006	630	RLTY REDUCTION LIFTED			
10/29/2008	899	TRF OF ORR FILED	1		
02/08/2013	899	TRF OF ORR FILED	1		
12/15/2015	899	TRF OF ORR FILED	3		
12/15/2015	899	TRF OF ORR FILED	5		
12/15/2015	899	TRF OF ORR FILED	6		
12/15/2015	899	TRF OF ORR FILED	7		
12/15/2015	899	TRF OF ORR FILED	8		
12/15/2015	899	TRF OF ORR FILED	9		
12/15/2015	899	TRF OF ORR FILED	4		
12/15/2015	899	TRF OF ORR FILED	10		
12/15/2015	899	TRF OF ORR FILED	1		
12/15/2015	899	TRF OF ORR FILED	12		
12/15/2015	899	TRF OF ORR FILED	11		
12/15/2015	899	TRF OF ORR FILED	2		
03/11/2016	932	TRF OPER RGTS FILED	XTO ENERG/DEVON ENE;1		
04/15/2016	933	TRF OPER RGTS APPROVED	EFF 04/01/16;		
04/18/2016	974	AUTOMATED RECORD VERIF	JA		
06/24/2016	246	LEASE COMMITTED TO CA	NMNM136568;		
10/21/2016	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM136568;#1H		
12/12/2016	643	PRODUCTION DETERMINATION	/2/		
09/06/2017	932	TRF OPER RGTS FILED	XTO ENERG/DEVON ENE;1		
01/02/2018	899	TRF OF ORR FILED	1		

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Act Date	Act Code	Action Txt	Action Remarks	Pending Off
01/02/2018	932	TRF OPER RGTS FILED	XTO ENERG/XTO HOLDI;1	
01/09/2018	933	TRF OPER RGTS APPROVED	EFF 10/01/17;	
01/09/2018	974	AUTOMATED RECORD VERIF	EMR	
03/16/2018	933	TRF OPER RGTS APPROVED	EFF 02/01/18;	
03/16/2018	974	AUTOMATED RECORD VERIF	LBO	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138764;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138943;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138944;	
08/01/2018	246	LEASE COMMITTED TO CA	NMNM 138942;	
02/07/2019	658	MEMO OF 1ST PROD-ACTUAL	/6/NMNM138942;#211H	
02/20/2019	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM138764;#212Y	
02/25/2019	658	MEMO OF 1ST PROD-ACTUAL	/4/NMNM138943;#213H	
03/14/2019	658	MEMO OF 1ST PROD-ACTUAL	/5/NMNM138944;#214H	
04/25/2019	932	TRF OPER RGTS FILED	XTO HOLDI/DEVON ENE;1	
06/18/2019	643	PRODUCTION DETERMINATION	/3/	
06/18/2019	643	PRODUCTION DETERMINATION	/4/	
06/18/2019	643	PRODUCTION DETERMINATION	/5/	
06/18/2019	643	PRODUCTION DETERMINATION	/6/	
07/30/2019	933	TRF OPER RGTS APPROVED	EFF 05/01/19;	
07/30/2019	974	AUTOMATED RECORD VERIF	SD	
12/01/2019	246	LEASE COMMITTED TO CA	NMNM141970;	
01/09/2020	899	TRF OF ORR FILED	1	
05/01/2020	899	TRF OF ORR FILED	3	
05/01/2020	899	TRF OF ORR FILED	2	
05/01/2020	899	TRF OF ORR FILED	1	
07/01/2020	246	LEASE COMMITTED TO CA	NMNM142909;	
07/01/2020	246	LEASE COMMITTED TO CA	NMNM142921;	
09/24/2020	658	MEMO OF 1ST PROD-ACTUAL	/7/NMNM141970;#210H	
01/22/2021	658	MEMO OF 1ST PROD-ACTUAL	/8/NMNM142909;#233H	
01/22/2021	658	MEMO OF 1ST PROD-ACTUAL	/9/NMNM142921;#234H	
09/13/2021	643	PRODUCTION DETERMINATION	/7/	
11/16/2021	643	PRODUCTION DETERMINATION	/8/	
12/20/2021	643	PRODUCTION DETERMINATION	/9/	

Line Number	Remark Text	Serial Number: NMNM-- - 018848
0002	BONDED OPERATORS/LESSEES/TRANSFEREES:	
0003	07/09/2002 - CHEVRON USA INC ES0022 NW	
0004	11/23/2004 - XTO ENE INC - UT0848 NW	

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Line Number	Remark Text	Serial Number: NMNM-- - 018848
0005	04/15/2016 - DEVON ENERGY NMB000801 IND/CFO ONLY;	
0006	01/09/2018 - DEVON ENE PROD CO LP-NMB000801-CFO ONLY	
0007	07/30/2019 - DEVON ENE PROD CO LP - NMB000801- SW/NM	

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01 02-25-1920;041STAT0437;30USC181ETSEQ  
Case Type 311211: O&G LSE SIMO PUBLIC LAND  
Commodity 459: OIL & GAS  
Case Disposition: AUTHORIZED

Total Acres: 617.920  
Serial Number: NMNM 062223

Case File Juris:

Serial Number: NMNM-- 062223

Name & Address						Int Rel	% Interest
FOUNDATION ENERGY FUND V-B HOLDING LLC		16000 DALLAS PKWY STE 875	DALLAS	TX	752486643	LESSEE	100.000000000
FOUNDATION ENERGY FUND V-B HOLDING LLC		16000 DALLAS PKWY STE 875	DALLAS	TX	752486643	OPERATING RIGHTS	0.000000000
SHARBRO ENERGY LLC		PO BOX 840	ARTESIA	NM	882110840	OPERATING RIGHTS	0.000000000
DEVON ENERGY PRODUCTION CO LP		333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- 062223

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0320E	005	ALIQ		SE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	007	LOTS		1-3;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	007	ALIQ		NESW,N2SE,SESE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	017	ALIQ		NE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 062223

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
04/04/1985	387	CASE ESTABLISHED	SPAR506;	
04/05/1985	888	DRAWING HELD		
08/01/1985	237	LEASE ISSUED		
08/14/1985	600	RECORDS NOTED	.	
08/20/1985	963	CASE MICROFILMED/SCANNED	CNUM 553,417	AC
09/01/1985	496	FUND CODE	05;145003	
09/01/1985	530	RLTY RATE - 12 1/2%		
09/01/1985	868	EFFECTIVE DATE		
07/07/1986	111	RENTAL RECEIVED	\$0;86-87	
07/13/1987	111	RENTAL RECEIVED	\$0;87-88	
04/21/1988	974	AUTOMATED RECORD VERIF	GEA/CB	
07/12/1988	111	RENTAL RECEIVED	\$618.00;1YR/88-89	
07/13/1989	111	RENTAL RECEIVED	\$618.00;1YR/89-90	
07/18/1990	111	RENTAL RECEIVED	\$618.00;21/26500	

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Act Date	Act Code	Action Txt	Action Remarks	Pending Off
07/15/1991	111	RENTAL RECEIVED	\$618.00;21/33240	
04/13/1993	396	TRF OF INTEREST FILED	L YATES/L YATES EST	
04/13/1993	974	AUTOMATED RECORD VERIF	JLV/ST	
07/12/1993	111	RENTAL RECEIVED	\$618.00;21/47959	
07/11/1994	111	RENTAL RECEIVED	\$618.00;21/54342	
02/16/1995	933	TRF OPER RGTS APPROVED	EFF 12/01/95;	
06/30/1995	575	APD FILED	MYCO INDUSTRIES INC	
08/09/1995	576	APD APPROVED	1-SHARBRO FED	
08/17/1995	084	RENTAL RECEIVED BY ONRR	\$618.00;21/0000000606	
08/31/1995	235	EXTENDED	THRU 08/31/1997;	
11/21/1995	932	TRF OPER RGTS FILED	EST OF L YATES/MYCO	
12/14/1995	974	AUTOMATED RECORD VERIF	MV/MV	
02/16/1996	974	AUTOMATED RECORD VERIF	ANN	
11/02/1996	650	HELD BY PROD - ACTUAL	/1/	
11/02/1996	658	MEMO OF 1ST PROD-ACTUAL	/1/#1 FED SHARBRO;	
03/31/2000	932	TRF OPER RGTS FILED	L YATES EST/MYCO ETAL	
05/10/2000	933	TRF OPER RGTS APPROVED	EFF 04/01/00;	
05/10/2000	974	AUTOMATED RECORD VERIF	JLV	
08/25/2004	140	ASGN FILED	L YATES EST/SHARBRO	
08/25/2004	932	TRF OPER RGTS FILED	L YATES EST/SHARBRO	
09/13/2004	139	ASGN APPROVED	EFF 09/01/04;	
09/13/2004	933	TRF OPER RGTS APPROVED	EFF 09/01/04;	
09/13/2004	974	AUTOMATED RECORD VERIF	ANN	
10/20/2004	899	TRF OF ORR FILED	1	
07/02/2007	140	ASGN FILED	SHARBRO O/TEXAS REE;1	
07/02/2007	932	TRF OPER RGTS FILED	SHARBRO O/TEXAS REE;1	
07/02/2007	932	TRF OPER RGTS FILED	MYCO INDU/TEXAS REE;1	
07/02/2007	932	TRF OPER RGTS FILED	MYCO INDU/TEXAS REE;2	
08/28/2007	139	ASGN APPROVED	EFF 08/01/07;	
08/28/2007	933	TRF OPER RGTS APPROVED	EFF 08/01/07;3	
08/28/2007	933	TRF OPER RGTS APPROVED	EFF 08/01/07;2	
08/28/2007	933	TRF OPER RGTS APPROVED	EFF 08/01/07;1	
08/28/2007	974	AUTOMATED RECORD VERIF	ANN	
08/15/2008	140	ASGN FILED	TEXAS REE/ENERVEST;1	
08/15/2008	932	TRF OPER RGTS FILED	TEXAS REE/ENERVEST;1	
08/15/2008	932	TRF OPER RGTS FILED	TEXAS REE/ENERVEST;2	
08/15/2008	932	TRF OPER RGTS FILED	TEXAS REE/ENERVEST;3	
09/19/2008	139	ASGN APPROVED	EFF 09/01/08;	
09/19/2008	933	TRF OPER RGTS APPROVED	03EFF 09/01/08;	

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Act Date	Act Code	Action Txt	Action Remarks	Pending Off
09/19/2008	933	TRF OPER RGTS APPROVED	02EFF 09/01/08;	
09/19/2008	933	TRF OPER RGTS APPROVED	01EFF 09/01/08;	
09/19/2008	974	AUTOMATED RECORD VERIF	LR	
01/05/2012	932	TRF OPER RGTS FILED	SHARBRO O/SHARBRO E;1	
05/18/2012	933	TRF OPER RGTS APPROVED	EFF 02/01/12;	
05/23/2012	974	AUTOMATED RECORD VERIF	ANN	
09/21/2015	140	ASGN FILED	ENERVEST/FOUNDATIO;1	
09/21/2015	932	TRF OPER RGTS FILED	ENERVEST/FOUNDATIO;1	
10/15/2015	139	ASGN APPROVED	EFF 10/01/15;	
10/15/2015	933	TRF OPER RGTS APPROVED	EFF 10/01/15;	
10/15/2015	974	AUTOMATED RECORD VERIF	JA	
10/20/2016	932	TRF OPER RGTS FILED	YATES IND/EOG RESOU;1	
12/01/2016	940	NAME CHANGE RECOGNIZED	MYCO INDUST/EOG M RES	
01/19/2017	933	TRF OPER RGTS APPROVED	EFF 11/01/16;	
01/19/2017	974	AUTOMATED RECORD VERIF	MJD	
10/01/2017	246	LEASE COMMITTED TO CA	NMNM 138276;	
10/01/2017	246	LEASE COMMITTED TO CA	NMNM 138277;	
10/01/2017	246	LEASE COMMITTED TO CA	NMNM 138278;	
10/01/2017	246	LEASE COMMITTED TO CA	NMNM 138280;	
10/12/2017	932	TRF OPER RGTS FILED	EOG RESOU/DEVON ENE;1	
10/12/2017	932	TRF OPER RGTS FILED	EOG M RES/DEVON ENE;1	
11/21/2017	933	TRF OPER RGTS APPROVED	EFF 11/01/17;1	
11/21/2017	933	TRF OPER RGTS APPROVED	EFF 11/01/17;2	
11/21/2017	974	AUTOMATED RECORD VERIF	LBO	
02/15/2018	658	MEMO OF 1ST PROD-ACTUAL	/5/NMNM138280;#214H	
04/06/2018	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM138277;#212H	
04/06/2018	658	MEMO OF 1ST PROD-ACTUAL	/4/NMNM138278;#213H	
04/24/2018	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM138276;#211H	
06/21/2018	643	PRODUCTION DETERMINATION	/2/	
06/21/2018	643	PRODUCTION DETERMINATION	/3/	
06/21/2018	643	PRODUCTION DETERMINATION	/4/	
06/21/2018	643	PRODUCTION DETERMINATION	/5/	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138943;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138944;	
08/01/2018	246	LEASE COMMITTED TO CA	NMNM 138762;	
08/01/2018	246	LEASE COMMITTED TO CA	NMNM 138763;	
02/15/2019	658	MEMO OF 1ST PROD-ACTUAL	/6/NMNM138762;#216H	
02/25/2019	658	MEMO OF 1ST PROD-ACTUAL	/8/NMNM138943;#213H	
03/06/2019	658	MEMO OF 1ST PROD-ACTUAL	/7/NMNM138763;#215H	

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**Serial Number: NMNM-- - 062223**

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
03/14/2019	658	MEMO OF 1ST PROD-ACTUAL	/9/NMNM138944;#214H	
03/27/2019	932	TRF OPER RGTS FILED	FOUNDATIO/DEVON ENE;1	
06/17/2019	643	PRODUCTION DETERMINATION	/6/	
06/17/2019	643	PRODUCTION DETERMINATION	/7/	
06/18/2019	643	PRODUCTION DETERMINATION	/8/	
06/18/2019	643	PRODUCTION DETERMINATION	/9/	
11/26/2019	932	TRF OPER RGTS FILED	FOUNDATIO/DEVON ENE;1	
11/27/2019	933	TRF OPER RGTS APPROVED	EFF 12/0119;	
11/27/2019	957	TRF OPER RGTS DENIED	DEVON 03/27/19;	
11/27/2019	974	AUTOMATED RECORD VERIF	PM	

Line Number	Remark Text	Serial Number: NMNM-- - 062223
0002	BONDED OPERATORS/LESSEES/TRANSFEREES:	
0003	05/10/2000 - MYCO INC - NM2116 S/W	
0004	09/13/2004 - MYCO INDUSTRIES INC - NM2116 - S/W;	
0005	08/21/2007 TEXAS REEXPLORATION OPER NMB000392 N/W;	
0006	09/19/2008 - ENERVEST OPERATING LLC NMB000503 S/W;	
0007	MYCO INDUSTRIES INC NMB000376 S/W;	
0008	05/23/2012 - ENERVEST OPERATING LLC NMB000325 S/W;	
0009	10/15/2015 - ENERVEST ENERGY NMB000327 S/W	
0010	01/19/17 - TRANSFEREE BONDED EOG RESOURCES NM2308 NW	
0011	11/27/19 - OR WORKSHEET DONE	
0012	11/27/19 - DEVON ENERGY BOND NMB000801 CFO ONLY	

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01 12-22-1987;101STAT1330;30USC181 ET SEQ  
Case Type 312021: O&G LSE COMP PD -1987  
Commodity 459: OIL & GAS  
Case Disposition: AUTHORIZED

Total Acres:  
640.000

Serial Number

NMNM 098192

Case File Juris:

Serial Number: NMNM-- 098192

Name & Address	Int Rel	% Interest
DEVON ENERGY CO LP 333 W SHERIDAN AVE OKLAHOMA CITY OK 731025010	LESSEE	100.000000000

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Serial Number: NMNM-- 098192	Mgmt Agency
23	0230S	0320E	009	ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA		BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 098192

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
01/14/1997	387	CASE ESTABLISHED	9701065	
01/15/1997	191	SALE HELD		
01/15/1997	267	BID RECEIVED	\$102400.00;	
01/15/1997	392	MONIES RECEIVED	\$1280.00;	
01/29/1997	392	MONIES RECEIVED	\$101120.00;	
02/01/1997	600	RECORDS NOTED		
02/04/1997	237	LEASE ISSUED		
02/04/1997	974	AUTOMATED RECORD VERIF	GSB	
03/01/1997	496	FUND CODE	05;145003	
03/01/1997	530	RLTY RATE - 12 1/2%		
03/01/1997	868	EFFECTIVE DATE		
03/03/1997	084	RENTAL RECEIVED BY ONRR	\$960.00;11/MULTIPLE	
06/26/1997	963	CASE MICROFILMED/SCANNED		
01/21/1998	084	RENTAL RECEIVED BY ONRR	\$960.00;21/0000000102	
01/25/1999	899	TRF OF ORR FILED		
01/26/1999	084	RENTAL RECEIVED BY ONRR	\$960.00;21/0000000038	
02/10/1999	140	ASGN FILED	PENWELL/CONCHO	
03/12/1999	139	ASGN APPROVED	EFF 03/01/99;	
03/12/1999	974	AUTOMATED RECORD VERIF	LR	
02/07/2000	084	RENTAL RECEIVED BY ONRR	\$960.00;21/117	
02/12/2001	084	RENTAL RECEIVED BY ONRR	\$960.00;21/206	

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Act Date	Act Code	Action Txt	Action Remarks	Pending Off
08/16/2001	817	MERGER RECOGNIZED	CONCHO RES/DEVON ENE	
02/01/2007	677	SUS OPS OR PROD/PMT REQD		
02/26/2007	673	SUS OPS/PROD APLN FILED		
03/02/2007	974	AUTOMATED RECORD VERIF	BCO	
07/01/2007	678	SUSP LIFTED		
07/28/2007	235	EXTENDED	THRU 07/28/09;	
10/20/2007	650	HELD BY PROD - ACTUAL	/1/	
10/20/2007	658	MEMO OF 1ST PROD-ACTUAL	/1/#9 FED 1;TOMCAT	
02/06/2008	643	PRODUCTION DETERMINATION	/1/	
02/07/2008	974	AUTOMATED RECORD VERIF	BCO	
09/06/2017	932	TRF OPER RGTS FILED	ROFF OIL/DEVON ENE;1	
01/17/2018	957	TRF OPER RGTS DENIED	NO O/R INTEREST;	
01/17/2018	974	AUTOMATED RECORD VERIF	EMR	
01/18/2018	932	TRF OPER RGTS FILED	JG INTERE/DEVON ENE;1	
03/19/2018	957	TRF OPER RGTS DENIED	NO INTEREST;	
03/19/2018	974	AUTOMATED RECORD VERIF	RCC	
06/01/2018	246	LEASE COMMITTED TO CA	NMNM138946;	
04/01/2019	246	LEASE COMMITTED TO CA	NMNM140118;	
04/01/2019	246	LEASE COMMITTED TO CA	NMNM140119;	
04/01/2019	246	LEASE COMMITTED TO CA	NMNM140120;	
04/01/2019	246	LEASE COMMITTED TO CA	NMNM142483;	
04/01/2019	522	CA TERMINATED	NMNM140120;	
04/01/2019	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM138946;#217H	
06/18/2019	643	PRODUCTION DETERMINATION	/2/	
10/14/2019	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM140118;#1H	
10/19/2019	658	MEMO OF 1ST PROD-ACTUAL	/4/NMNM140119;#213H	
12/04/2019	658	MEMO OF 1ST PROD-ACTUAL	/5/NMNM140120;#215H	
12/04/2019	658	MEMO OF 1ST PROD-ACTUAL	/6/NMNM142483;#215H	
08/03/2020	643	PRODUCTION DETERMINATION	/3/	
08/04/2020	643	PRODUCTION DETERMINATION	/5/	
08/04/2020	643	PRODUCTION DETERMINATION	/4/	
10/08/2020	643	PRODUCTION DETERMINATION	/6/	

Line Number	Remark Text	Serial Number: NMNM-- - 098192
0001	-	
0002	03/20/2018 - OPERATING RIGHTS ADJUDICATED SEE WS;	

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01 12-22-1987;101STAT1330;30USC181 ET SEQ  
Case Type 312021: O&G LSE COMP PD -1987  
Commodity 459: OIL & GAS  
Case Disposition: AUTHORIZED

Total Acres:  
320.000

Serial Number

NMNM 098826

Case File Juris:

Serial Number: NMNM-- 098826

Name & Address	Int Rel	% Interest	
DEVON ENERGY CO LP	OKLAHOMA CITY OK 731025010	LESSEE	100.000000000

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Serial Number: NMNM-- 098826	Mgmt Agency
23	0230S	0320E	008	ALIQ		S2;		CARLSBAD FIELD OFFICE	LEA		BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 098826

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
04/15/1997	387	CASE ESTABLISHED	9704268	
04/16/1997	191	SALE HELD		
04/16/1997	267	BID RECEIVED	\$112000.00;	
04/16/1997	392	MONIES RECEIVED	\$112000.00;	
05/07/1997	237	LEASE ISSUED		
05/07/1997	974	AUTOMATED RECORD VERIF	AT	
05/23/1997	084	RENTAL RECEIVED BY ONRR	\$480.00;21/MULTIPLE	
06/01/1997	496	FUND CODE	05;145003	
06/01/1997	530	RLTY RATE - 12 1/2%		
06/01/1997	868	EFFECTIVE DATE		
09/26/1997	963	CASE MICROFILMED/SCANNED		
05/27/1998	084	RENTAL RECEIVED BY ONRR	\$480.00;21/0000000293	
05/20/1999	084	RENTAL RECEIVED BY ONRR	\$480.00;21/0000000303	
04/28/2000	084	RENTAL RECEIVED BY ONRR	\$480.00;21/315	
11/22/2000	817	MERGER RECOGNIZED	DEVONENE/DEVONENEPROD	
11/22/2000	974	AUTOMATED RECORD VERIF	AT	
05/03/2001	084	RENTAL RECEIVED BY ONRR	\$480.00;21/100028	
06/01/2002	282	REINSTATEMENT APPROVED	CLASS I EFF 6/1/02;	
02/11/2004	791	TERMINAT'N NOTICE ISSUED	CLASS I;	
02/11/2004	974	AUTOMATED RECORD VERIF	GSB	
02/23/2004	284	REINSTATEMENT FILED	CLASS I;	

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**Serial Number: NMNM-- - 098826**

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
06/15/2004	974	AUTOMATED RECORD VERIF	GSB	
02/01/2007	677	SUS OPS OR PROD/PMT REQD		
02/26/2007	673	SUS OPS/PROD APLN FILED		
03/02/2007	974	AUTOMATED RECORD VERIF	BCO	
07/01/2007	678	SUSP LIFTED		
10/31/2007	235	EXTENDED	THRU 10/31/2009;	
01/01/2008	650	HELD BY PROD - ACTUAL	/1/	
01/01/2008	658	MEMO OF 1ST PROD-ACTUAL	/1/#8 FED 1;TOMCAT	
02/19/2008	643	PRODUCTION DETERMINATION	/1/	
02/20/2008	974	AUTOMATED RECORD VERIF	BCO	
06/24/2016	246	LEASE COMMITTED TO CA	NMNM136568;	
10/21/2016	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM136568;#42982	
12/12/2016	643	PRODUCTION DETERMINATION	/2/	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138764;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138943;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM 138944;	
02/20/2019	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM138764;#212Y	
02/25/2019	658	MEMO OF 1ST PROD-ACTUAL	/4/NMNM138943;#213H	
03/14/2019	658	MEMO OF 1ST PROD-ACTUAL	/5/NMNM138944;#214H	
06/18/2019	643	PRODUCTION DETERMINATION	/3/	
06/18/2019	643	PRODUCTION DETERMINATION	/4/	
06/18/2019	643	PRODUCTION DETERMINATION	/5/	

Line Number	Remark Text	Serial Number: NMNM-- - 098826

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01 12-22-1987;101STAT1330;30USC181 ET SEQ  
Case Type 312021: O&G LSE COMP PD -1987  
Commodity 459: OIL & GAS  
Case Disposition: AUTHORIZED

Total Acres:  
677.940

Serial Number

NMNM 126065

Case File Juris:

Serial Number: NMNM-- 126065

Name & Address						Int Rel	% Interest
CIMAREX ENERGY CO			600 N MARIENFELD ST STE 600	MIDLAND	TX 797014405	LESSEE	100.000000000
DEVON ENERGY PRODUCTION CO LP			333 W SHERIDAN AVE	OKLAHOMA CITY OK	731025010	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- 126065

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0320E	004	ALIQ			SWNE,S2NW,S2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	004	LOTS			3,4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	005	LOTS			1,2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	005	ALIQ			S2NE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 126065

Serial Number: NMNM-- 126065

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
08/14/2006	940	NAME CHANGE RECOGNIZED	GRUY/CIMAREX OF COLO	
11/29/2010	387	CASE ESTABLISHED	201101003;	
01/19/2011	143	BONUS BID PAYMENT RECD	\$1356.00;	
01/19/2011	267	BID RECEIVED	\$3729000.00;	
01/20/2011	143	BONUS BID PAYMENT RECD	\$3727644.00;	
02/15/2011	237	LEASE ISSUED		
02/15/2011	974	AUTOMATED RECORD VERIF		
03/01/2011	496	FUND CODE	05;145003	
03/01/2011	530	RLTY RATE - 12 1/2%		
03/01/2011	868	EFFECTIVE DATE		
03/17/2011	140	ASGN FILED	MILES ET/CIMAREX E;1	
06/06/2011	139	ASGN APPROVED	EFF 04/01/11;	
06/06/2011	974	AUTOMATED RECORD VERIF	RAYO/RAYO	
12/13/2012	650	HELD BY PROD - ACTUAL	/1/	
12/13/2012	658	MEMO OF 1ST PROD-ACTUAL	/1/#1;	
04/10/2013	643	PRODUCTION DETERMINATION	/1/	

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**Serial Number: NMNM-- - 126065**

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
01/18/2018	932	TRF OPER RGTS FILED	CIMAREX E/DEVON ENE;1	
02/23/2018	933	TRF OPER RGTS APPROVED	EFF 02/01/18;	
02/23/2018	974	AUTOMATED RECORD VERIF	RCC	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM138943;	
07/01/2018	246	LEASE COMMITTED TO CA	NMNM138944;	
02/25/2019	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM138943;#213H	
03/14/2019	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM138944;#214H	
06/18/2019	643	PRODUCTION DETERMINATION	/2/	
06/18/2019	643	PRODUCTION DETERMINATION	/3/	
10/30/2020	932	TRF OPER RGTS FILED	CIMAREX E/DEVON ENE;1	
06/19/2021	933	TRF OPER RGTS APPROVED	EFF 11/01/20;	
06/19/2021	974	AUTOMATED RECORD VERIF	LL	

Line Number	Remark Text	Serial Number: NMNM-- - 126065
0001	STIPULATIONS ATTACHED TO LEASE;	
0002	NM-11-LN SPECIAL CULTURAL RESOURCE	
0003	SENM-S-17 SLOPES OR FRAGILE SOILS	
0004	SENM-S-22 PRAIRIE CHICKENS	
0005	SENM-S-39 PLAN OF DEVELOPMENT	
0006	06/06/2011 - PER MMS RENTAL PD THRU 3/1/2012	
0007	-----	
0008	03/18/2020 - OPERATING RIGHTS ADJUDICATED;	
0009	SEE WORKSHEET.	
0010	-----	
0011	06/19/2021 - DEVON ENERGY PROD CO - NMB000801 - NM;	

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**Bureau of Land Management**

Carlsbad Field Office  
620 East Greene Street  
Carlsbad, New Mexico 88220  
575-234-5972

**Conditions of Approval****Off-Lease Storage and Lease/CA/PA Commingling of  
Measurement and Sales of Oil and Gas Production**

1. This approval is subject to like approval by the New Mexico Oil Conservation Division.
  - a. All well tests for allocation shall be performed per NMOCD requirements.
2. This agency reserves the right to modify or rescind approval whenever it determines continued use of the approved method may adversely affect the public's interest (surface and/or subsurface).
3. Submittal of a new surface commingling sundry is required if:
  - a. There are any changes to the allocation methodology
  - b. Proposed Communization Agreements (CA) or Participating Areas (PA) are not approved or are approved with changes to the original proposal
4. If new surface disturbance on BLM managed land is proposed, the operator shall submit appropriate surface use plan of operations and right-of-way grant applications to the Carlsbad Field Office for approval prior to any construction.
5. Off-lease measurement, storage, and sales from sources in this package are approved.
6. Non-FMP meters will meet the standards the operator proposed in the sundry.
7. Within 30 days of implementing the allocation methodology in this application, the operator shall submit a new site facility diagram via Sundry Notice which meets the requirements of **43 CFR 3173.11**. Include the effective date for the allocation methodology with the sundry notice.
  - a. In lieu of FMP numbers on the site facility diagram, include all meter serial numbers or assign unique meter ID numbers that are reflected and identifiable in the field. This is to include allocation meters.
8. This approval does not allow for a variance from 43 CFR 3170.4. This approval does not authorize bypasses around any approved measurement point, nor does it approve the use of headers capable of acting as a bypass.
9. This approval does not authorize royalty-free fuel usage at the compressor station downstream of the CTB's FMPs; it must be an additional request separate from this application:
  - a. Submit an additional Sundry Notice containing the information required under **43 CFR 3178.9**. Note: A variance to 43 CFR 3178.7(b)(2) may be granted as long as the fuel gas is being metered and is allocable back to the participating wells.

**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-1070**

**ORDER**

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

**FINDINGS OF FACT**

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

**CONCLUSIONS OF LAW**

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

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

### **ORDER**

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

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

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

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not

included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
11. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10(C)(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
12. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering

Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



DATE: 1/9/2026

**ALBERT C. S. CHANG  
DIRECTOR**

**State of New Mexico**  
**Energy, Minerals and Natural Resources Department**

**Exhibit A**

**Order: PLC-1070**

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

**Central Tank Battery: Stray Cat 8 Central Tank Battery 5**

**Central Tank Battery Location: UL P, Section 8, Township 23 South, Range 32 East**

**Gas Title Transfer Meter Location: UL P, Section 8, Township 23 South, Range 32 East**

**Pools**

Pool Name	Pool Code
SAND DUNES;BONE SPRING	53800
WC-025 G-07 S233204D;BONE SPRING	97933

**Leases as defined in 19.15.12.7(C) NMAC**

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105688976 (138943)	W2E2	05-23S-32E
	W2E2	08-23S-32E
CA Bone Spring NMNM 105688977 (138944)	E2E2	05-23S-32E
	E2E2	08-23S-32E
CA Bone Spring NMNM 105838646	W2W2	04-23S-32E
	W2W2	09-23S-32E

**Wells**

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-51258	STRAY CAT 8 5 FEDERAL COM #303H	W2E2	05-23S-32E	53800
		W2E2	08-23S-32E	
30-025-51256	STRAY CAT 8 5 FEDERAL COM #304H	E2E2	05-23S-32E	53800
		E2E2	08-23S-32E	
30-025-51260	GATO GRANDE 9 4 FEDERAL COM #301H	W2W2	04-23S-32E	97933
		W2W2	09-23S-32E	

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

General Information  
Phone: (505) 629-6116

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

## State of New Mexico

### Energy, Minerals and Natural Resources Oil Conservation Division 1220 S. St Francis Dr. Santa Fe, NM 87505

CONDITIONS

Action 288556

#### CONDITIONS

Operator:  DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 288556
	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.	1/12/2026