

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
-----------	-----------	-------	---------

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: see attachments for multiple wells and API's **API:** _____
Pool: [53805] SAND DUNES; BONE SPRING, SOUTH **Pool Code:** _____
 [98236] WC-015 G-08 S233135D; WOLFCAMP

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☒ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
2) NOTIFICATION REQUIRED TO: Check those which apply.

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

 Jenny Harms
 Print or Type Name

 Signature

1/6/2021

 Date

405-552-6560

 Phone Number

jenny.harms@dvnm.com

 e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

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., L.P.
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

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

(A) POOL COMMINGLING

Please attach sheets with the following information

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

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

(B) LEASE COMMINGLING

Please attach sheets with the following information

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

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

SIGNATURE: Jenny Harms TITLE: Regulatory Specialist DATE: 1-6-2021

TYPE OR PRINT NAME Jenny Harms TELEPHONE NO.: 405-552-6560

E-MAIL ADDRESS: jenny.harms@dvn.com

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

Proposal for an upgrade to the Belloq 11 CTB 1 application previously approved 1/31/2020; EC 465032

Devon Energy Production Company, LP is requesting approval for upgrade to an approved Off-Lease Measurement Application for the following wells:

WELL NAME	Location	API	POOL	LEASE	LEASE	LEASE	LEASE
BELLOQ 11-2 FED STATE COM 231H	11-23S-31E	3001545277	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%	STATE-V03029		
BELLOQ 11-2 FED STATE COM 223H	11-23S-31E	30-015-45276	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11-2 FED STATE COM 234H	11-23S-31E	3001545278	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11 FED 222H	11-23S-31E	3001545275	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%			
ALEUTIAN 10-3 FED COM 214H	10-23S-31E	3001545570	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0405444-12.5%	NMNM077046-12.5%	NMNM121955-12.5%	NMNM081953-12.5%
BELLOQ 11-2 FED STATE COM 514H	P-11-23S-31E	3001546705	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11-2 FED STATE COM 613H	O-11-23S-31E	3001546759	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11-2 FED STATE COM 713H	O-11-23S-31E	3001546757	98123, WC-015 G-08 S233102C; WOLFCAMP	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11-2 FED STATE COM 714H	P-11-23S-31E	3001546764	98123, WC-015 G-08 S233102C; WOLFCAMP	NMNM0404441-12.5%	STATE-V03028		
BELLOQ 11-2 FED STATE COM 734H	P-11-23S-31E	3001546756	98123, WC-015 G-08 S233102C; WOLFCAMP	NMNM0404441-12.5%	STATE-V03028		

CA's:

- BELLOQ 11-2 FED STATE COM 231H –CA PENDING
- BELLOQ 11-2 FED STATE COM 223H & BELLOQ 11-2 FED STATE COM 613H- CA PENDING
- BELLOQ 11-2 FED STATE COM 234H –CA PENDING
- BELLOQ 11-2 FED STATE COM 514H –CA PENDING
- BELLOQ 11-2 FED STATE COM 713H, BELLOQ 11-2 FED STATE COM 714H AND BELLOQ 11-2 FED STATE COM 734H -PENDING CA

Oil & Gas metering:

The central tank battery, Belloq 11 CTB 1, is located in SWSW, S11, T23S, R31E in Eddy County, New Mexico.

Each well is routed to its own 3-phase separator where the full well stream is separated into gas, oil, and water streams. For each well, after separation, gas is measured with an independent, designated orifice meter as a Federal Measurement Point (FMP) for payment of royalties, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas sales meter(s). The oil from the 3-phase separator is measured with an independent, designated Micro Motion Coriolis Meter in which will serve as the FMP. It then combines with the oil production from the other wells as shown on the attached process flow diagram, flows into the heater treater.. The combined oil then flows into the Ultra-Low Pressure Separator(s) (ULPS), and into one of the oil tanks. The oil is then pumped out of the common tanks to an oil sales meter (LACT unit). The water from the 3-phase

separator is measured with an independent, designated Mag meter for allocation, combines with the water from the other wells, then flows into the gun barrel, and into one of the produced water tanks. Flash gas that exits the heater treater(s) flows through the medium pressure Vapor Recovery Unit (VRU), and is then measured with a designated orifice meter as a Federal Measurement Point for payment of royalties. Flash gas that exits the ULPS(s) flows to the low pressure Vapor Recovery Unit (VRU) and is then measured with a designated orifice meter and allocated based on monthly oil production.

The central tank battery will have 4 oil tanks and 3 water tanks that all wells will utilize. All wells will have 1 common gas delivery point(s) on location. They will also share 1 common oil delivery point(s) (LACT) on or directly adjacent to location.

Meter Owner / Serial Number:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
BELLOQ 11 FED 222H	390491361	39030363	390491361	39030363	14900812	390001356
ALEUTIAN 10-3 FED COM 214H	390491357	39030359	390491357	39030359	14897685	390001356
BELLOQ 11-2 FED STATE COM 231H	390491359	39030361	390491359	39030361	14900814	390001356
BELLOQ 11-2 FED STATE COM 234H	390491358	39030360	390491358	39030360	14900817	390001356
BELLOQ 11-2 FED STATE COM 223H	390491360	39030362	390491360	39030362	14900809	390001356
BELLOQ 11-2 FED STATE COM 514H	na	DVN / *	DVN / *	DVN / *	DVN / *	na
BELLOQ 11-2 FED STATE COM 714H	na	DVN / *	DVN / *	DVN / *	DVN / *	na
BELLOQ 11-2 FED STATE COM 613H	na	DVN / *	DVN / *	DVN / *	DVN / *	na
BELLOQ 11-2 FED STATE COM 713H	na	DVN / *	DVN / *	DVN / *	DVN / *	na

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

Process and Flow Descriptions:

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

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

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

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

Economic Justification Report

BELLOQ 11 CTB 1

Value (bbl): \$30.51

Value (mcf) \$0.25

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
BELLOQ 11-2 FED STATE COM 231H	Sweet	NMNM0404441-	12.50%	STATE LEASE						470	45	811	1377
BELLOQ 11-2 FED STATE COM 223H	Sweet	NMNM0404441-	12.50%	STATE LEASE						426	44	644	1377
BELLOQ 11-2 FED STATE COM 234H	Sweet	NMNM0404441-	12.50%	STATE LEASE						1036	45	805	1377
BELLOQ 11 FED 222H	Sweet	NMNM0404441-	12.50%							135	44	261	1377
ALEUTIAN 10-3 FED COM 214H	Sweet	NMNM0404441-	12.50%	NMNM077046-	12.50%	NMNM121955-	12.50%	NMNM081953-	12.50%	574	45	926	1377
BELLOQ 11-2 FED STATE COM 514H	Sweet	NMNM0404441-	12.50%	STATE LEASE						150	44	1000	1145
BELLOQ 11-2 FED STATE COM 613H	Sweet	NMNM0404441-	12.50%	STATE LEASE						398	46	1350	1382
BELLOQ 11-2 FED STATE COM 713H	Sweet	NMNM0404441-	12.50%	STATE LEASE						1130	47	2725	1401
BELLOQ 11-2 FED STATE COM 714H	Sweet	NMNM0404441-	12.50%	STATE LEASE						1130	47	2725	1401
BELLOQ 11-2 FED STATE COM 734H	Sweet	NMNM0404441-	12.50%	STATE LEASE						1130	47	2725	1401

Signed: _____



Date: 1/6/2021

Printed Name: JENNY HARMS

Title: Regulatory Compliance Specialist

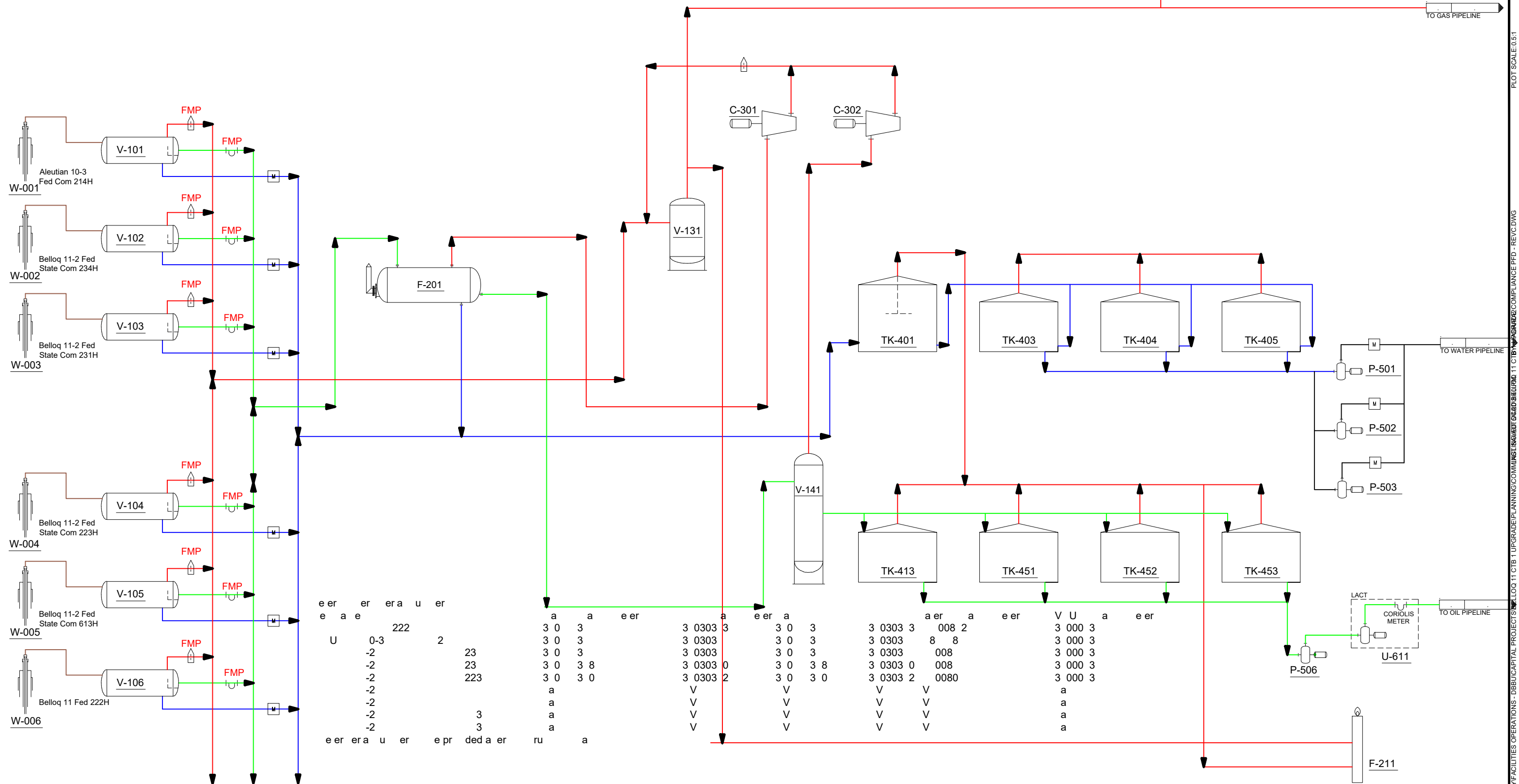
Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
6579.0	46.0	13972.0	1374.9

According to our gas and oil marketing the combining of the production in this area will not affect royalty value.

Page 6 of 314
Received by OCD: 1/12/2021 2:30:18 PM

GAS LIFT TAKEOFF FOR ASSOCIATED WELLPADS



See page 2. V-107, 108, 109
and 111 share Belloq 11 CTB 1

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

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

Devon Energy Corporation 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
DBBU STANDARD P&ID'S SYMBOLS & ABBREVIATIONS	
FILE NAME Belloq 11 CTB 1 Upgrade Compliance PFD - RevC	REV C

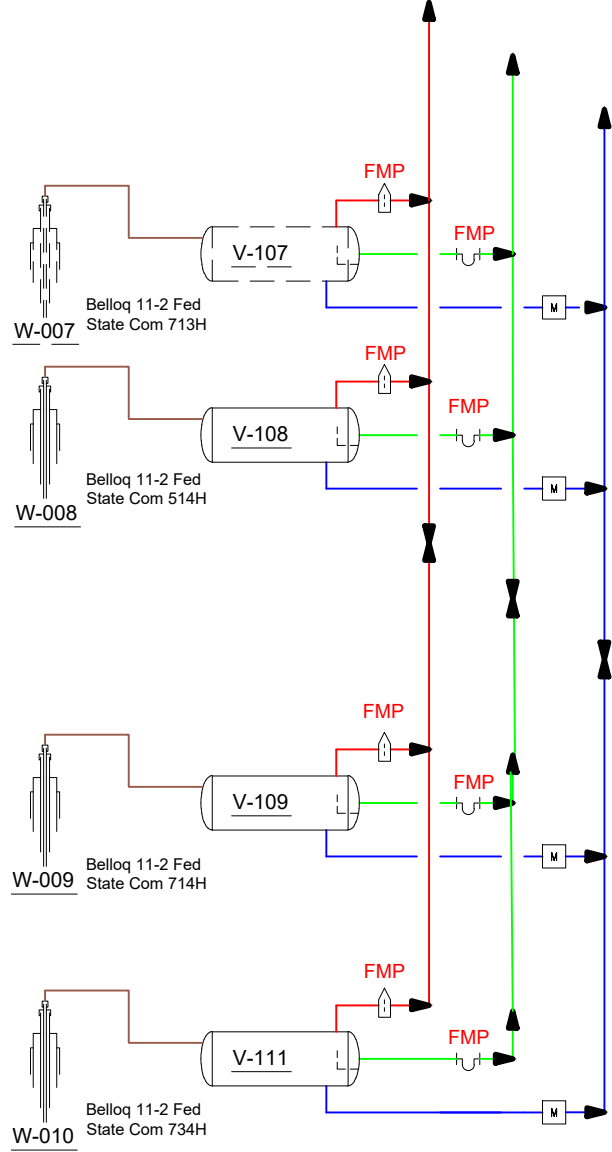
Printed: 2/5/19
PLOT SCALE: 0.5:1
C:\USERS\ADMIN\DEVON ENERGY\FACILITIES OPERATIONS - DBBU\CAPITAL PROJECTS\Belloq 11 CTB 1 UPGRADE\PLANNING\COMINGLING\SAFETY\Belloq 11 CTB 1 UPGRADE COMPLIANCE PFD - REVCDWG

Released to Imaging: 7/22/2026 12:01:48 PM

Page 1 of 314
Received by OCD: 1/12/2021 2:30:18 PM
Released to Imaging: 7/22/2026 12:01:48 PM

V-107 thru V-111
3PH SEPARATOR

See page 1. V-107, 108, 109
and 111 share Belloq 11 CTB 1



LEGEND		
	ORIFICE METER	 OIL
	CORIO LIS METER	 GAS
	MAGNETIC METER	 WATER

DRAWING STATUS			DRAWN BY	DATE
ISSUED FOR	DATE	BY	ENGINEERED BY	DATE
PHA				
BID			APPROVED BY	DATE
CONSTRUCTION				
AS-BUILT				
CONFIDENTIAL			PROJECT No.:	000
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.			DRAWING No.:	110-01

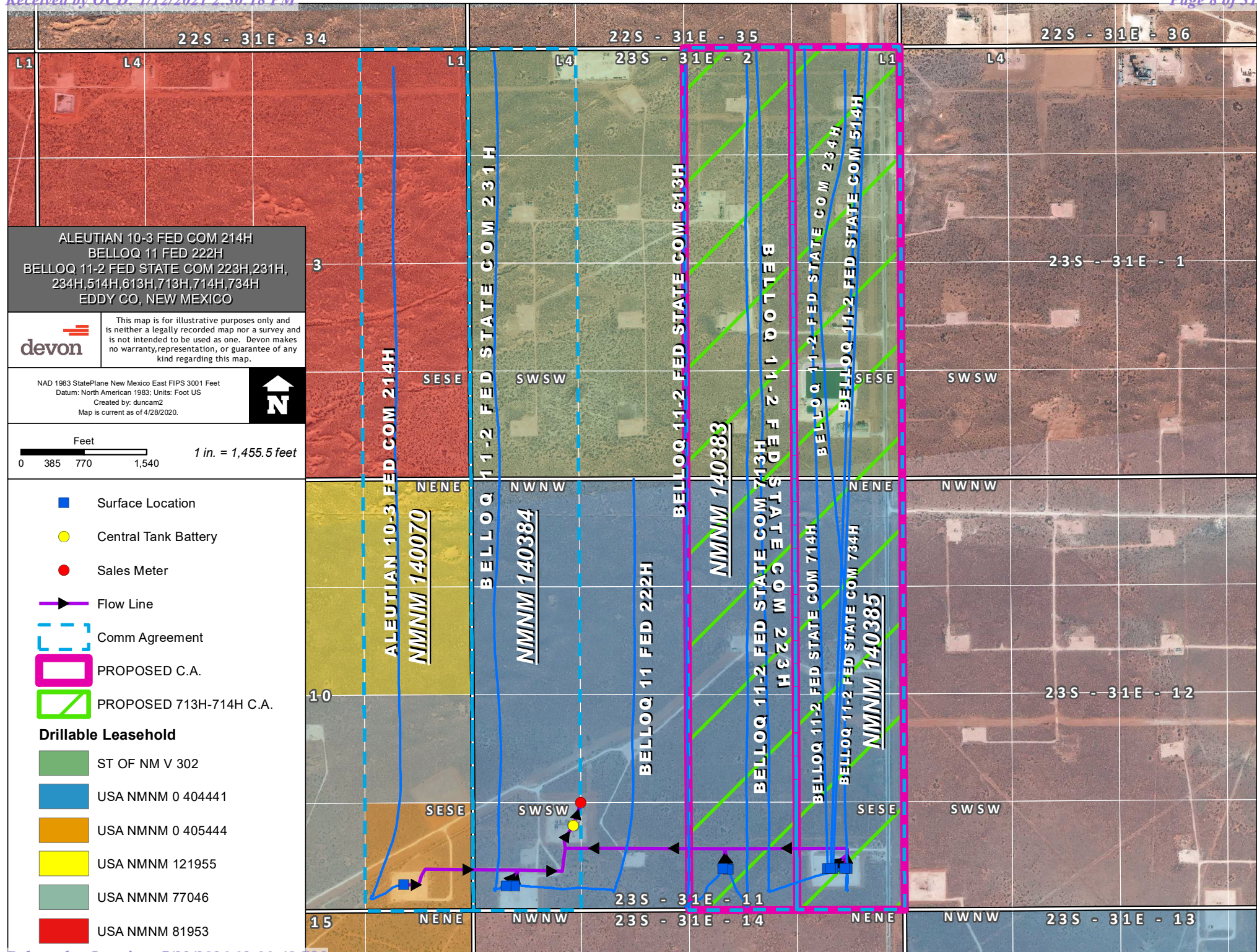


Devon Energy Corporation
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU STANDARD P&ID'S
SYMBOLS & ABBREVIATIONS

FILE NAME
Belloq 11 CTB 1 Upgrade Compliance PFD - RevC

REV
C



CustomerReference	AttentionTo
9414 8149 0152 7181 9001 10	MABEE FLYNT LEASE TRUST
9414 8149 0152 7181 9001 27	JOE N GIFFORD
9415 8149 0152 7181 9001 34	DOUGLAS ABELL DENTON
9416 8149 0152 7181 9001 41	MARY PATRICIA DOUGHERTY TRUST NORTHERN BANK TRUST OF TX %THE NORTHERN TRUST CO ACCOUNT 01-95854
9417 8149 0152 7181 9001 58	MARY PATRICIA DOUGHERTY TRUST C/O NORTHERN BANK TRUST OF TX
9418 8149 0152 7181 9001 65	CAMTERRA RESOURCES PTNRS LTD ATTN ACCOUNTING DEPT CAMTERRA RESOURCES INC GEN PTR ZACHARY Q CARLILE CEO &/OR
9419 8149 0152 7181 9001 72	TEK PROPERTIES LTD % THOMAS E KELLY
9420 8149 0152 7181 9001 89	A G ANDRIKOPOULOS RESOURCE INC
9421 8149 0152 7181 9001 96	MARY MARGARET OLSON TRUST LEONARD M OLSON & JOHN B OLSON & KATHERINE M FROELICH & JOSEPH L OLSON CO-TRUSTEES
9414 8149 0152 7181 9002 02	RICHARD DONALD JONES JR
9415 8149 0152 7181 9002 19	CHARLES R WIGGINS
9416 8149 0152 7181 9002 26	GEORGIA B BASS
9417 8149 0152 7181 9002 33	CARGOIL & GAS CO LLC CAROLYN L SHOGRIN REV TR SNGL MEMBER C L SHOGRIN TTEE
9418 8149 0152 7181 9002 40	JADT MINERALS LTD
9414 8149 0152 7181 9002 57	PATRICIA BOYLE YOUNG
9419 8149 0152 7181 9002 64	MARGARET A SUMMERFORD ROGERS SCOTT SUMMERFORD OR DAVID ROGERS POA
9414 8149 0152 7181 9002 71	BALONEY FEATHERS LTD BY ELK MOUNTAIN HOLDINGS LLC GEN PTNR
9421 8149 0152 7181 9002 88	FIGURE 4 INVESTMENT TRUST
9414 8149 0152 7181 9002 95	SOURCE ROCK MINERALS LP
9414 8149 0152 7181 9003 01	ONRR ROYALTY MANAGEMENT PROGRAM
9415 8149 0152 7181 9003 18	STATE OF NEW MEXICO COMMISSION OF PUBLIC LANDS
9416 8149 0152 7181 9003 25	LORRAINE L JOHNSON FAMILY TRUST FARMERS NATIONAL CO AGENT GEORGIA L TEMPLE COMPASS BANK SUCCESSOR CO-TTEES
9417 8149 0152 7181 9003 32	SYDHAN LP
9418 8149 0152 7181 9003 49	DON FRANKLIN
9419 8149 0152 7181 9003 56	CDA FAMILY PARTNERSHIP LTD
9420 8149 0152 7181 9003 63	CROW REYNOLDS LTD
9421 8149 0152 7181 9003 70	FIVE TALENTS LTD ATTN MARK DOERING
9422 8149 0152 7181 9003 87	NURAY K PACE
9423 8149 0152 7181 9003 94	INNERARITY FAMILY MINERALS LLC
9414 8149 0152 7181 9004 00	TD MINERALS LLC
9415 8149 0152 7181 9004 17	NANCY STALLWORTH THOMAS MARITAL TRUST JP MORGAN CHASE BANK NK & NANCY THOMAS CO TTEES
9416 8149 0152 7181 9004 24	NANCY S THOMAS
9414 8149 0152 7181 9004 31	P A ALLMAN TRUST PHYLLIS ANNE ALLMAN TTEE % JPMORGAN CHASE BANK NA AGT
9415 8149 0152 7181 9004 48	GEORGE M ALLMAN III TRUST GEORGE MARTIN ALLMAN III TTEE % JPMORGAN CHASE BANK
9416 8149 0152 7181 9004 55	MARILYN M ALLMAN TRUST MARILYN MARIE ALLMAN TTEE % JPMORGAN CHASE BANK NA
9417 8149 0152 7181 9004 62	JILL ALLMAN MANCUSO TRUST JILL ALLMAN MANCUSO TTEE % JPMORGAN CHASE BANK NA
9418 8149 0152 7181 9004 79	DONALD C ALLMAN TRUST UA DATED 10-26-68 JPMORGAN CHASE BANK NA TTEE
9419 8149 0152 7181 9004 86	GEORGE ALLMAN JR TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE
9420 8149 0152 7181 9004 93	MARY ELIZABETH SCHRAM TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE
9414 8149 0152 7181 9005 09	MARGARET SUE SCHROEDER TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE
9415 8149 0152 7181 9005 16	MICHELLE ALLMAN GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHASE BANK NA & MICHELLE ALLMAN CO TTEE
9416 8149 0152 7181 9005 23	THERESA ALLMAN SMITH GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHASE BANK NA & THERESA ALLMAN SMITH CO TTEES
9417 8149 0152 7181 9005 30	ALFRED F SCHRAM SR ESTATE C/O MARGARET E HODGKINS EXECUTOR
9418 8149 0152 7181 9005 47	SCHRAM FAMILY LIVING REVOCABLE TRUST C/O MARGARET E SCHRAM HODGKINS SECOND SUCC TTEE
9419 8149 0152 7181 9005 54	SANTA ELENA MINERALS IV LP

9420 8149 0152 7181 9005 61	PEGASUS RESOURCES LLC
9421 8149 0152 7181 9005 78	KIMBELL ROYALTY HOLDINGS LLC % DUNCAN MANAGEMENT LLC
9422 8149 0152 7181 9005 85	MCMULLEN MINERALS LLC
9423 8149 0152 7181 9005 92	LISA GAIL KARABATSOS
9414 8149 0152 7181 9006 08	MOMENTUM MINERALS OPERATING LP
9414 8149 0152 7181 9006 15	RONNIE LORENZ
9414 8149 0152 7181 9006 22	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO
9414 8149 0152 7181 9006 39	PATRICIA BOYLE YOUNG MGMT TRUST FIRST NATIONAL BANK & TRUST CO TTEE
	CATHERINE GRACE REVOCABLE TR DEC 4 SUSAN SERNA CO TTEE STEPHEN GRACE CO TTEE
9415 8149 0152 7181 9006 46	CYNTHIA GRACE CO TTEE
9416 8149 0152 7181 9006 53	OTTO & DORIS SCHROEDER FAMILY TR OTTO E SCHROEDER III TTEE

From: [Harms, Jenny](#)
To: [McClure, Dean](#), [EMNRD](#)
Subject: [EXT] FW: [EXTERNAL] RE: Belloq 11 CTB 1_RCOP5-210112-C-107B_1/12/2021
Date: Tuesday, May 25, 2021 5:41:20 AM
Attachments: [jmaoe001.png](#)

Good morning Dean,

Please see the below delivered tracking for the Belloq contacts below:

Don Franklin has passed away and below is the current ownership:
TRUMAN ESTES TOUCHSTONE TRUST CREATED UWO MERLE T FRANKLIN DTD 6-24-2009; TRUMAN ESTS TOUCHSTONE & KYLE
1000 MEMORIAL DR STE 650
HOUSTON, TX 77024-3417
[9405509898642068396412](#)

FIGURE 4 INVESTMENT TRUST
C/O BURT SIMPSON
15611 WILDWOOD TRACE
MAGNOLIA, Texas 77354
[9405509898642068366835](#)

Thank you,

Jenny Harms
Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Monday, May 17, 2021 2:16 PM
To: Harms, Jenny <Jenny.Harms@dvn.com>
Subject: RE: [EXTERNAL] RE: Belloq 11 CTB 1_RCOP5-210112-C-107B_1/12/2021

Hello Jenny,

Sounds good.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

From: Harms, Jenny <Jenny.Harms@dvn.com>
Sent: Monday, May 17, 2021 7:50 AM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXT] RE: [EXTERNAL] RE: Belloq 11 CTB 1_RCOP5-210112-C-107B_1/12/2021

Dean,

I have located better addresses for these two contacts below, letters are going out today. I will keep you posted.

Thank you,

Jenny Harms
Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Devon - General

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Wednesday, May 12, 2021 6:14 PM
To: Harms, Jenny <Jenny.Harms@dvn.com>
Subject: [EXTERNAL] RE: Belloq 11 CTB 1_RCOP5-210112-C-107B_1/12/2021

Hello Jenny,

It looks like this application was still in the queue to be reviewed since the last submittal of information. I took a look at it this afternoon and it looks like everything is good except there are 2 notices which were returned:

2/11/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181 9002 88	Returned
1/19/2021	DON FRANKLIN	9414 8149 0152 7181 9003 49	Returned

USPS has these tracking numbers listed as being "Delivered, to Original Sender". At a quick glance, I think they may have been determined to have been delivered, although diversely perhaps new notice has been provided and I am not seeing the new tracking numbers.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

From: Harms, Jenny <Jenny.Harms@dvn.com>
Sent: Wednesday, May 12, 2021 12:53 PM

To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXT] Belloq 11 CTB 1_RCOP5-210112-C-107B_1/12/2021

Hi Dean,

I am wanting to check in with you on the Belloq 11 CTB 1. I wanted to see if there was anything you were waiting for on my end of things in order to process? Please let me know if there is anything I can do to help. I appreciate your help!

Application Information			
Status:	Under OCD Review		
Type:	[C-107] Surface Commingle or Off-Lease (C-107B)		
Attachments:	Submittal_1-5-2021.pdf (2262.8 Kb) C-107B, Summary, Proposed Allocation, Lease Map, Commingling Statement, Notified Persons w/ Tracking, Administrative Checklist WIS_PRINT_SUBMITTED_516631.pdf (7 Kb) Proof of BLM/SLO Notice C-102s_combined.pdf (1330 Kb) C-102 2280913.NMNM.140383.pdf (11170.5 Kb) Comm./Pool. Agreement 2280915.BELLOQ.11-2.FED.STATE.COM.223H.pdf (14266.6 Kb) Comm./Pool. Agreement 2280916.NMNM.140384.pdf (10821.8 Kb) Comm./Pool. Agreement 2280917.BELLOQ.11-2.FED.STATE.COM.231H.pdf (14021 Kb) Comm./Pool. Agreement 2280918.NMNM.140385.pdf (11241.7 Kb) Comm./Pool. Agreement 2280919.BELLOQ.11-2.FED.STATE.COM.234H.pdf (14668.2 Kb) Comm./Pool. Agreement 2280920.NMNM.140070.pdf (8433.9 Kb) Comm./Pool. Agreement 2281536.BELLOQ.11-2.FED.STATE.COM.713H.ET.AL.STATE.AGMT.pdf (2665.5 Kb) Comm./Pool. Agreement 2281536.BELLOQ.11-2.FED.STATE.COM.713H.ET.AL.FED.AGMT.pdf (2610.2 Kb) Comm./Pool. Agreement		
Reference:	pDM2101555804		
Applicant Details			
OGRID:	6137		
Name:	Jenny Harms		
Email:	Jenny.Harms@dvn.com		
Event Dates			
Created On:	1/12/2021 1:22 PM	Created By:	jharms
Modified On:	1/15/2021 3:31 PM	Modified By:	dmdclure
Fee Information			
Created On:	1/12/2021 1:22 PM	Created By:	jharms
Type:	SB553 A.(2)		
Amount:	\$150.00		
Modified On:	1/12/2021 1:22 PM	Modified By:	jharms
Payment Information			
Created On:	1/12/2021 2:30 PM	Created By:	jharms
Status:	Paid		
Type:	Credit Card	Modified By:	dmdclure
Amount:	\$150.00		
Modified On:	1/15/2021 3:31 PM		

Thank you,

Jenny Harms
Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@dvn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Devon - General

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

Form 3160-5
(June 2015)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0137
Expires: January 31, 2018**SUNDRY NOTICES AND REPORTS ON WELLS**
Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.5. Lease Serial No.
NMNM0405444

6. If Indian, Allottee or Tribe Name

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

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well

☒ Oil Well ☐ Gas Well ☐ Other

8. Well Name and No.

ALEUTIAN 10-3 FED COM 214H

2. Name of Operator

Contact: JENNIFER HARMS

DEVON ENERGY PRODUCTION COMPANY
Mailing: jennifer.harms@dnv.com

9. API Well No.

30-015-45570

3a. Address

3
OKLAHOMA CITY, OK 73102-5015

3b. Phone No. (include area code)

Ph: 405-552-6560

10. Field and Pool or Exploratory Area
LIVINGSTON; BONESPRING

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

Sec 10 T23S R31E SESE 315FSL 850FEL

11. County or Parish, State

EDDY COUNTY, NM

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

TYPE OF SUBMISSION	TYPE OF ACTION			
☒ Notice of Intent	☐ Acidize	☐ Deepen	☐ Production (Start/Resume)	☐ Water Shut-Off
☐ Subsequent Report	☐ Alter Casing	☐ Hydraulic Fracturing	☐ Reclamation	☐ Well Integrity
☐ Final Abandonment Notice	☐ Casing Repair	☐ New Construction	☐ Recomplete	☒ Other
	☐ Change Plans	☐ Plug and Abandon	☐ Temporarily Abandon	Off-Lease Measuremen t
	☐ Convert to Injection	☐ Plug Back	☐ 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 recompleat 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 recompleat 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.

Devon Energy Production Company, L.P. (Devon) respectfully requests approval for Off Lease Measurement for the below wells, please see attachments.

Upgrade to Belloq 11 CTB 1

Previously approved:

BELLOQ 11-2 FED STATE COM 231H 3001545277

BELLOQ 11-2 FED STATE COM 223H 3001542276

BELLOQ 11-2 FED STATE COM 234H 3001545278

BELLOQ 11 FED 222H 3001545275

ALEUTIAN 10-3 FED COM 214H 3001545570

14. I hereby certify that the foregoing is true and correct.

**Electronic Submission #516631 verified by the BLM Well Information System
For DEVON ENERGY PRODUCTION COMPAN, sent to the Carlsbad**

Name (Printed/Typed) JENNIFER HARMS

Title REGULATORY COMPLIANCE ANALYST

Signature (Electronic Submission)

Date 05/27/2020

THIS 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)

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

Additional data for EC transaction #516631 that would not fit on the form

32. Additional remarks, continued

Additional wells to battery:

BELLOQ 11-2 FED STATE COM 514H 3001546705
BELLOQ 11-2 FED STATE COM 613H 3001546759
BELLOQ 11-2 FED STATE COM 713H 3001546757
BELLOQ 11-2 FED STATE COM 714H 3001546764
BELLOQ 11-2 FED STATE COM 734H 3001546756

RECEIVED

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 FEB 03 2020
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

AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45275	² Pool Code 39350	³ Pool Name Livingston Ridge; Bone Spring
⁴ Property Code 322487	⁵ Property Name BELLOQ 11 FED	⁶ Well Number 222H
⁷ GRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3428.8

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	11	23 S	31 E		300	SOUTH	510	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	11	23 S	31 E		9	NORTH	1993	WEST	EDDY

¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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

N89°55'23"E 2645.45 FT 1993' BOTTOM OF HOLE LTP NW CORNER SEC. 11 LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92 510' SURFACE LOCATION FTP KOP S89°51'18"W 2639.71 FT		N89°54'49"E 2642.65 FT N/4 CORNER SEC. 11 LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482909.48 E = 721965.08 LAST TAKE POINT 157' FNL, 1995' FWL LAT. = 32.3258106°N LONG. = 103.7506694°W FIRST TAKE POINT 636' FSL, 1854' FWL LAT. = 32.3134804°N LONG. = 103.7511241°W KICK OFF POINT 220' FSL, 1723' FWL LAT. = 32.3123385°N LONG. = 103.7515491°W S/4 CORNER SEC. 11 LAT. = 32.3117253°N LONG. = 103.7485813°W NMSP EAST (FT) N = 477630.81 E = 721989.05 S89°53'07"W 2643.10 FT		NE CORNER SEC. 11 LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400260°W NMSP EAST (FT) N = 477636.10 E = 724631.57 S00°15'48"E 2639.26 FT		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 9-10-2019 Signature Date Jenny Harms Printed Name Jenny.harms@dmv.com E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. JULY 11, 2018 Date of Survey <i>William F. Jaramila</i> Signature and Seal of Professional Surveyor Certificate Number: 12501 PROFESSIONAL SURVEYOR NO. 61778
---	--	--	--	---	--	---

RECEIVED

FEB 03 2020

EMNRD-OCD ARTESIA

Intent ☐ As Drilled ☒API #
300-15-45275Operator Name:
DEVON ENERGY PRODUCTION
COMPANY, L.P.Property Name:
BELLOQ 11 FEDWell Number
222H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	11	23S	31E		220	SOUTH	1723	WEST	EDDY
Latitude					Longitude			NAD	
32.3123385					103.7515491			83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	11	23S	31E		636	SOUTH	1854	WEST	EDDY
Latitude					Longitude			NAD	
32.3134804					103.7511241			83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	23S	31E		157	NORTH	1995	WEST	EDDY
Latitude					Longitude			NAD	
32.3258106					103.7506694			83	

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

no

Is this well an infill well?

yes

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018

RECEIVED

JAN 22 2020

Form C-102

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

Revised August 1, 2011
Submit one copy to appropriate
District Office

☒ AMENDED REPORT

AB-Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-5276 45276	² Pool Code 39350	³ Pool Name Livingston Ridge; Bone Spring
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	⁶ Well Number 223H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3487.1

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	23 S	31 E		500	SOUTH	730	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	2	23 S	31 E		35	NORTH	1753	EAST	EDDY

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

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N/4 CORNER SEC. 2 LAT. = 32.3406311°N LONG. = 103.7457299°W NMSP EAST (FT) N = 488151.42 E = 722612.28 QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482909.48 E = 721965.08 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 9-10-2019 Signature Date Jenny Harms Printed Name Jenny.harms@dvn.com E-mail Address	
NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID-(NAD83)-BASIS-OF-BEARING-AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD88. LAST TAKE POINT 185' FSL, 1746' FEL LAT. = 32.3402197°N LONG. = 103.7457077°W BOTTOM OF HOLE LAT. = 32.3406311°N LONG. = 103.7457299°W NMSP EAST (FT) N = 488151.42 E = 722612.28 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 W/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. AUGUST 22, 2019 Date of Survey <i>William F. Jaramila</i> Signature and Seal of Professional Surveyor Certificate Number: 12797 Professional Surveyor No. 6188B			

Intent ☐ As Drilled ☒

API #

300-15-45276

Operator Name:

DEVON ENERGY PRODUCTION
COMPANY, L.P.

Property Name:

BELLOQ 11-2 FED STATE COM

Well Number

223H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	11	23S	31E		227	SOUTH	1660	EAST	EDDY
Latitude					Longitude			NAD	
32.3123404					103.7453989			83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	11	23S	31E		772	SOUTH	1660	EAST	EDDY
Latitude					Longitude			NAD	
32.3136989					103.7453991			83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	2	23S	31E	2	185	NORTH	1746	EAST	EDDY
Latitude					Longitude			NAD	
32.3402197					103.7457077			83	

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

☒

Is this well an infill well?

☐

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018

RECEIVED

JAN 22 2020

Form C-102

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

Revised August 1, 2011

Submit one copy to appropriate

District Office

AMENDED REPORT
as Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45277	² Pool Code 39350	³ Pool Name Livingston Ridge; Bone Spring
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	⁶ Well Number 231H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3428.4

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	11	23 S	31 E		300	SOUTH	480	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	2	23 S	31 E		47	NORTH	399	WEST	EDDY

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

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.751603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7517441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7517278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7517257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7517237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N89°43'53"E 2641.96 FT N89°43'53"E 2641.96 FT LOT 4 39.49 AC LOT 3 39.49 AC LOT 2 39.49 AC LOT 1 39.49 AC NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID-(NAD83)-BASIS-OF-BEARING-AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482908.48 E = 721965.08 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 482914.94 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 9-10-2019 Signature Date Jenny Harms Printed Name Jenny.harms@dvn.com E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. APRIL 27, 2018 Date of Survey Signature and Seal of Professional Surveyor: Certificate Number: 12797 Professional Surveyor No. 5231C	
---	--	---	--	---	--

Intent ☐ As Drilled ☒

API #

300-15-45277

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: BELLOQ 11-2 FED STATE COM	Well Number 231H
--	---	---------------------

Kick Off Point (KOP)

UL M	Section 11	Township 23S	Range 31E	Lot	Feet 239	From N/S SOUTH	Feet 345	From E/W WEST	County EDDY
Latitude 32.3124013					Longitude 103.7560081			NAD 83	

First Take Point (FTP)

UL M	Section 11	Township 23S	Range 31E	Lot	Feet 684	From N/S SOUTH	Feet 395	From E/W WEST	County EDDY
Latitude 32.3136225					Longitude 103.7558444			NAD 83	

Last Take Point (LTP)

UL D	Section 2	Township 23S	Range 31E	Lot 4	Feet 196	From N/S NORTH	Feet 410	From E/W WEST	County EDDY
Latitude 32.3401961					Longitude 103.7558330			NAD 83	

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

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

RECEIVED

JAN 22 2020

Form C-102

Revised August 1, 2011

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

EMNRD-OCD ARTESIA
Submit a copy to appropriate District Office

☒ AMENDED REPORT
as Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45278	² Pool Code 39350	³ Pool Name Livingston Ridge; Bone Spring
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	⁶ Well Number 234H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3486.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	23 S	31 E		500	SOUTH	700	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	23 S	31 E		37	NORTH	674	EAST	EDDY

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

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N89°43'53"E 2641.96 FT N/4 CORNER SEC. 2 LAT. = 32.3407245°N LONG. = 103.7400556°W NMSP EAST (FT) N = 488195.03 E = 724564.59 E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400134°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400280°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57	
LOT 4 LOT 3 LOT 2 LOT 1 LAST TAKE POINT 194' FNL, 672' FEL LAT. = 32.3401931°N LONG. = 103.7422285°W NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD88. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W SEC. 2 589°55'23"W 2645.45 FT NMSP EAST (FT) N = 482909.48 E = 721965.08 589°54'49"W 2642.65 FT		17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 9-10-2019 Signature Date Jenny Harms Printed Name Jenny.harms@dvn.com E-mail Address	
SEC. 11 FIRST TAKE POINT BELLOQ 11-2 FED STATE COM 234H 706' FSL, 705' FEL LAT. = 32.3136461°N LONG. = 103.7423081°W ELEV. = 3486.6 KICK OFF POINT 250' FSL, 708' FEL LAT. = 32.3125939°N LONG. = 103.7423199°W S/4 CORNER SEC. 11 LAT. = 32.3117253°N LONG. = 103.7485813°W FTP SURFACE LOCATION KOP 589°51'18"W 2639.71 FT 589°53'07"W 2643.10 FT		18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. AUGUST 22, 2019 Date of Survey <i>William F. Jaramillo</i> Signature and Seal of Professional Surveyor Certificate Number 12797 Professional Surveyor No. 5225C	

Intent ☐ As Drilled ☒API #
300-15-45278

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: BELLOQ 11-2 FED STATE COM	Well Number 234H
--	---	---------------------

Kick Off Point (KOP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 250	From N/S SOUTH	Feet 708	From E/W EAST	County EDDY
Latitude 32.3123939					Longitude 103.7423199			NAD 83	

First Take Point (FTP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 706	From N/S SOUTH	Feet 705	From E/W EAST	County EDDY
Latitude 32.3136461					Longitude 103.7423081			NAD 83	

Last Take Point (LTP)

UL A	Section 2	Township 23S	Range 31E	Lot 1	Feet 194	From N/S NORTH	Feet 672	From E/W EAST	County EDDY
Latitude 32.3401931					Longitude 103.7422285			NAD 83	

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

☒

Is this well an infill well?

☐

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

RECEIVED

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

EMNRD-OCD ARTESIA

AMENDED REPORT

as-Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45570	² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE; BONE SPRING
⁴ Property Code 323003	⁵ Property Name ALEUTIAN 10-3 FED COM	⁶ Well Number 214H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3418.2

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	10	23 S	31 E		315	SOUTH	850	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	3	23 S	31 E		119	NORTH	913	EAST	EDDY

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

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

NW CORNER SEC. 3 LAT. = 32.3407440"N LONG. = 103.7742605"W NMSP EAST (FT) N = 488145.31 E = 714000.60 W/4 CORNER SEC. 3 LAT. = 32.3335111"N LONG. = 103.7742495"W NMSP EAST (FT) N = 485514.03 E = 714017.69 NW CORNER SEC. 10 LAT. = 32.3262527"N LONG. = 103.7742368"W NMSP EAST (FT) N = 482873.50 E = 714035.43 W/4 CORNER SEC. 10 LAT. = 32.3189960"N LONG. = 103.7742333"W NMSP EAST (FT) N = 480233.55 E = 714050.30 SW CORNER SEC. 10 LAT. = 32.3117375"N LONG. = 103.7742310"W NMSP EAST (FT) N = 477592.95 E = 714064.78		N89°43'46"E 2641.24 FT DNF BHL LOT 4 LOT 3 LOT 2 LOT 1 AS-DRILLED LAST TAKE POINT 214 FSL 912 FEL LAT. = 32.3401493"N LONG. = 103.7601118"W NMSP EAST (FT) N = 487952.04 E = 718371.47 NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83) BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD83. N89°39'53"E 2641.27 FT N/4 CORNER SEC. 10 LAT. = 32.3262570"N LONG. = 103.7656880"W NMSP EAST (FT) N = 482888.95 E = 716676.08 AS-DRILLED FIRST TAKE POINT 494 FSL 1118 FEL LAT. = 32.3131018"N LONG. = 103.7607426"W NMSP EAST (FT) N = 478111.29 E = 718229.26 AS-DRILLED KOP 786 FSL 1229 FEL LAT. = 32.3122549"N LONG. = 103.7611009"W NMSP EAST (FT) N = 477608.56 E = 718120.21 S/4 CORNER SEC. 10 LAT. = 32.3117422"N LONG. = 103.7656802"W NMSP EAST (FT) KOP N = 477608.56 E = 716706.45		NE CORNER SEC. 3 LAT. = 32.3407356"N LONG. = 103.7571603"W NMSP EAST (FT) N = 488170.26 E = 719281.88 E/4 CORNER SEC. 3 LAT. = 32.3335234"N LONG. = 103.7571441"W NMSP EAST (FT) N = 485546.51 E = 719301.00 NE CORNER SEC. 10 LAT. = 32.3262643"N LONG. = 103.7571278"W NMSP EAST (FT) N = 482905.72 E = 719320.25 E/4 CORNER SEC. 10 LAT. = 32.3190067"N LONG. = 103.7571257"W NMSP EAST (FT) N = 480265.44 E = 719335.09 SE CORNER SEC. 10 LAT. = 32.3117463"N LONG. = 103.7571237"W NMSP EAST (FT) N = 477624.13 E = 719349.92		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 9-7-2019 Signature Date Jenny Harms Printed Name Jenny.Harms@dvn.com E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. AUGUST 22, 2019 Date of Survey <i>WILMON F. JARAMILLO</i> Signature and Seal of Professional Surveyor Certificate Number 12792 JARAMILLO 15896 PROFESSIONAL SURVEYOR 16189
---	--	--	--	---	--	---

Intent ☐ As Drilled ☒

API #

30-015-4570

Operator Name:	Property Name:	Well Number
DEVON ENERGY PRODUCTION CO., L.P.	ALEUTIAN 10-3 FED COM	214H

Kick Off Point (KOP)

UL P	Section 10	Township 23S	Range 31E	Lot	Feet 186	From N/S SOUTH	Feet 1229	From E/W EAST	County EDDY
Latitude 32.3122549					Longitude 103.7611009			NAD 83	

First Take Point (FTP)

UL P	Section 10	Township 23S	Range 31E	Lot	Feet 494	From N/S SOUTH	Feet 1118	From E/W EAST	County EDDY
Latitude 32.3131018					Longitude 103.7607426			NAD 83	

Last Take Point (LTP)

UL	Section 3	Township 23S	Range 31E	Lot 1	Feet 214	From N/S NORTH	Feet 912	From E/W EAST	County EDDY
Latitude 32.3401493					Longitude 103.7601118			NAD 83	

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

YES

Is this well an infill well?

NO

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

API #

Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30 015 46705	² Pool Code 39350	³ Pool Name Livingston Ridge; Bonespring
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	⁶ Well Number 514H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3488.8

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	23 S	31 E		500	SOUTH	880	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	23 S	31 E		20	NORTH	400	EAST	EDDY

¹² Dedicated Acres 640 639.71	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92	N89°43'53"E 2641.96 FT N/4 CORNER SEC. 2 SCALED LOT 4 LOT 3 LAST TAKE POINT 100' FSL, 400' FEL LAT. = 32.3404506°N LONG. = 103.7413496°W NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83) BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482909.48 E = 721965.08 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57	NE CORNER SEC. 2 LAT. = 32.3407245°N LONG. = 103.7400556°W NMSP EAST (FT) N = 488195.03 E = 724564.59 E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400345°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57	17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 1-14-2019 Signature Date Jenny Harms Printed Name Jenny.harms@dvn.com E-mail Address 18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 13, 2018 Date of Survey FILMON F. JARAMILLO Signature and Seal of Professional Surveyor Certificate Number: FILMON F. JARAMILLO, PLS 12797 SURVEY NO. 6709
--	--	--	---

KS 2-11-20

Intent ☐ As Drilled ☐

RECEIVED

FEB 10 2020

EMNRD-OCDARTESIA

API #	Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.		Property Name: BELLOQ 11-2 FED STATE COM	Well Number 514H
-------	--	--	---	---------------------

Kick Off Point (KOP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 50	From N/S FSL	Feet 400	From E/W FEL	County EDDY
Latitude 32.31184					Longitude 103.7413			NAD	

First Take Point (FTP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 100	From N/S SOUTH	Feet 400	From E/W EAST	County EDDY
Latitude 32.3119786					Longitude 103.7413222			NAD 83	

Last Take Point (LTP)

UL A	Section 2	Township 23S	Range 31E	Lot 1	Feet 100	From N/S NORTH	Feet 400	From E/W EAST	County EDDY
Latitude 32.3404506					Longitude 103.7413496			NAD 83	

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

NO

Is this well an infill well?

YES

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

API #	Operator Name:		Property Name:	Well Number

KZ 06/29/2018

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 98123 30 015 46756	² Pool Code 98123	³ Pool Name WC-015 G-08 S2331102C Wolfcamp
⁴ Property Code 312487	⁵ Property Name BELLOQ 11-2 FED STATE COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 734H
		⁹ Elevation 3489.9

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	23 S	31 E		500	SOUTH	910	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	23 S	31 E		20	NORTH	330	EAST	EDDY
¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N/4 CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 LAST TAKE POINT 100' FSL, 330' FEL LAT. = 32.3404504°N LONG. = 103.7411230°W NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID-(NAD83)-BASIS-OF-BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482909.48 E = 721965.08 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Jenny Harms 12-30-2019 Signature Date JENNY HARMS Printed Name JENNY.HARMS@DVN.COM E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 13, 2019 Date of Survey WILLIAM F. JARAMILA Signature and Seal of Professional Surveyor Certificate Number: PLS 12797 SURVEY NO. 7503A	
--	--	--	--	--	--

Intent ☒ As Drilled ☐

FEB 20 2020

EMNRD-OCDARTESIA

API #

Operator Name:
DEVON ENERGY PRODUCTION
COMPANY, L.P.Property Name:
BELLOQ 11-2 FED STATE COMWell Number
734H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	11	23S	31E		50 FSL		330 FEL		EDDY
Latitude 32.311851					Longitude 103.741102			NAD 83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	11	23S	31E		100	SOUTH	330	EAST	EDDY
Latitude 32.3119779					Longitude 103.7410956			NAD 83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
A	2	23S	31E	1	100	NORTH	330	EAST	EDDY
Latitude 32.3404504					Longitude 103.7411230			NAD 83	

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

NO

Is this well an infill well?

YES

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018

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

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

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

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30 015 46757	² Pool Code 98123	³ Pool Name WC-015 G-08 S2331102C Wolfcamp
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 713H
		⁹ Elevation 3475.7

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	11	23 S	31 E		500	SOUTH	2160	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	2	23 S	31 E		20	NORTH	1890	EAST	EDDY

¹² Dedicated Acres 640 639.71	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190667°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N/4 CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 LAST TAKE POINT 100' FSL, 1890' FEL LAT. = 32.3404539°N LONG. = 103.7461729°W NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD88. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W S/4 CORNER SEC. 11 LAT. = 32.3117253°N LONG. = 103.7485813°W S/4 CORNER SEC. 11 LAT. = 32.3117253°N LONG. = 103.7485813°W SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		NE CORNER SEC. 2 LAT. = 32.3407245°N LONG. = 103.7400556°W NMSP EAST (FT) N = 488195.03 E = 724564.59 E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400345°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered into with the division. <i>Jenny Harms</i> 12-23-2019 Signature Date JENNY HARMS Printed Name JENNY.HARMS@DVN.COM E-mail Address
W/4 CORNER SEC. 11 LAT. = 32.3190667°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		NE CORNER SEC. 2 LAT. = 32.3407245°N LONG. = 103.7400556°W NMSP EAST (FT) N = 488195.03 E = 724564.59 E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400345°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57		18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 12, 2019 Date of Survey <i>[Signature]</i> Signature and Seal of Professional Surveyor Certificate Number: 7498A		

Intent ☒ As Drilled ☐**RECEIVED**

FEB 2 11 2020

API #

Operator Name:
DEVON ENERGY PRODUCTION
COMPANY, L.P.Property Name:
BELLOQ 11-2 FED STATE COMWell Number
713H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	11	23S	31E		50 FSL		1890 FEL		EDDY
Latitude 32.31185400					Longitude -103.74615100				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	11	23S	31E		100	SOUTH	1890	EAST	EDDY
Latitude 32.3119929					Longitude 103.7461439				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	2	23S	31E	2	100	NORTH	1890	EAST	EDDY
Latitude 32.3404539					Longitude 103.7461729				NAD 83

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

☐ NO

Is this well an infill well?

☐ YES

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018

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

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

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

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

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

RECEIVED

FEB 20 2020

EMNRD-OCDARTESIA

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30 019 46759	² Pool Code 98123	³ Pool Name WC-015 G-08 S2331102C Wolfcamp
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 613H
		⁹ Elevation 3474.5

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	11	23 S	31 E		500	SOUTH	2220	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	2	23 S	31 E		20	NORTH	2630	EAST	EDDY

¹² Dedicated Acres 640 639.71	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N/4 CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 LOT 4 LOT 3 LOT 2 LOT 1 LAST TAKE POINT 100' FSL, 2630' FEL LAT. = 32.3404555°N LONG. = 103.7485684°W NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83) BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400345°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57	
SEC. 11 BELLOQ 11-2 FED STATE COM 613H ELEV. = 3474.5' LAT. = 32.3130954°N (NAD83) LONG. = 103.7472107°W NMSP EAST (FT) N = 478131.56 E = 722409.77 FIRST TAKE POINT 100' FSL, 2630' FEL LAT. = 32.3120000°N LONG. = 103.7485387°W S/4 CORNER SEC. 11 LAT. = 32.3117253°N LONG. = 103.7485813°W NMSP EAST (FT) N = 477630.81 E = 721989.05 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 12-23-2019 Signature Date JENNY HARMS Printed Name JENNY.HARMS@DVN.COM E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 12, 2019 Date of Survey <i>[Signature]</i> Signature and Seal of Professional Surveyor Certificate Number: 12797 NO. 7499A	

KS 2-21-20

FEB 20 2020

Intent ☒ As Drilled ☐

EMNRD-OCDARTESIA

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: BELLOQ 11-2 FED STATE COM	Well Number 613H
--	---	---------------------

Kick Off Point (KOP)

UL O	Section 11	Township 23S	Range 31E	Lot	Feet 50 FSL	From N/S	Feet 2630 FEL	From E/W	County EDDY
Latitude 32.31186500					Longitude -103.74854600			NAD 83	

First Take Point (FTP)

UL O	Section 11	Township 23S	Range 31E	Lot	Feet 100	From N/S SOUTH	Feet 2630	From E/W EAST	County EDDY
Latitude 32.3120000					Longitude 103.7485387			NAD 83	

Last Take Point (LTP)

UL B	Section 2	Township 23S	Range 31E	Lot 2	Feet 100	From N/S NORTH	Feet 2630	From E/W EAST	County EDDY
Latitude 32.3404555					Longitude 103.7485684			NAD 83	

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

☐ NO

Is this well an infill well?

☐ YES

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

API #

Operator Name:	Property Name:	Well Number
----------------	----------------	-------------

KZ 06/29/2018

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

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

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

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

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

RECEIVED
FEB 20 2020

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

EMNRD-OCD ARTESIA

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 3009 46764	² Pool Code 98123	³ Pool Name WC-015 G-08 S231102C Wolfcamp
⁴ Property Code 322487	⁵ Property Name BELLOQ 11-2 FED STATE COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 714H
		⁹ Elevation 3489.9

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	23 S	31 E		500	SOUTH	940	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	23 S	31 E		20	NORTH	1110	EAST	EDDY

¹² Dedicated Acres 640 639.71	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

NW CORNER SEC. 2 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88 W/4 CORNER SEC. 2 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00 SECTION CORNER LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25 W/4 CORNER SEC. 11 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09 SW CORNER SEC. 11 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92		N/4 CORNER SEC. 2 LAT. = 32.3407245°N LONG. = 103.7400556°W NMSP EAST (FT) N = 488195.03 E = 724564.59 E/4 CORNER SEC. 2 LAT. = 32.3334649°N LONG. = 103.7400345°W NMSP EAST (FT) N = 485554.08 E = 724585.72 SECTION CORNER LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20 E/4 CORNER SEC. 11 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44 SE CORNER SEC. 11 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57	
LOT 4 LOT 3 LOT 2 LOT 1 39.93 AC. LAST TAKE POINT 100' FNL, 1110' FEL LAT. = 32.3404521°N LONG. = 103.7436480°W NMSP EAST (FT) N = 488169.81 E = 723455.00 NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID-(NAD83)-BASIS-OF-BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83. QUARTER CORNER LAT. = 32.3262353°N LONG. = 103.7485656°W NMSP EAST (FT) N = 482909.48 E = 721965.08 SECTION CORNER LAT. = 32.3117253°N LONG. = 103.7485813°W NMSP EAST (FT) N = 477630.81 E = 721989.05		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jenny Harms</i> 12-23-2019 Signature Date JENNY HARMS Printed Name JENNY.HARMS@DVN.COM E-mail Address ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 13, 2019 Date of Survey <i>MON F. JARAMILLO</i> Signature and Seal of Professional Surveyor Certificate Number: FILE NO. 12797 SURVEY NO. 7501A	

FEB 20 2020

EMNRD-OCDARTESIA

Intent ☒ As Drilled ☐

API #

Operator Name:

DEVON ENERGY PRODUCTION
COMPANY, L.P.

Property Name:

BELLOQ 11-2 FED STATE COM

Well Number

714H

Kick Off Point (KOP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 50 FSL	From N/S	Feet 1110 FEL	From E/W	County EDDY
Latitude 32.31184900					Longitude -103.74362700			NAD 83	

First Take Point (FTP)

UL P	Section 11	Township 23S	Range 31E	Lot	Feet 100	From N/S SOUTH	Feet 1110	From E/W EAST	County EDDY
Latitude 32.3119855					Longitude 103.7436198			NAD 83	

Last Take Point (LTP)

UL A	Section 2	Township 23S	Range 31E	Lot 1	Feet 100	From N/S NORTH	Feet 1110	From E/W EAST	County EDDY
Latitude 32.3404521					Longitude 103.7436480			NAD 83	

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

☒ YES

Is this well an infill well?

☐ NO

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018



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



In Reply Refer To:

NMNM140383

3105.2 (NM925)

MAY 28 2020

Reference:

Communitization Agreement

Belloq 11-2 Fed State Com #223H

Section 02: Lot 2, SWNE, W2SE,

Section 11: W2E2.

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

Eddy County, NM

Devon Energy Production Co., LP

333 W. Sheridan Ave.

Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM140383 involving 160 acres of Federal land in lease NMNM 0404441, and 159.78 acres of State land, Eddy County, New Mexico, which comprise a 319.78 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the Lot 2, SWNE, W2SE of Sec. 02, and W2E2 of Sec. 11, T. 23 S., R. 31 E., NMPM, Eddy County, NM, and is effective March 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

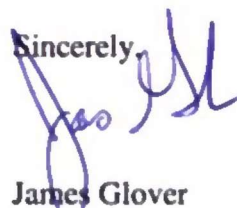
Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of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

2

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "James Glover", is written over the word "Sincerely,".

James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO)

NMSO (NM925, File)

NM STATE LAND COMM.

Determination – Approval – Certification

Pursuant to the authority nested 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. 02 and W2E2 of sec. 11, 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.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **MAY 28 2020**



James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

Effective: March 1, 2019

Contract No: Com. Agr. NMNM 140383

RECEIVED

JUN 27 2019

Federal Communitization AgreementContract No. NMM 140 383BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

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

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

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

Township 23S, Range 31E
W2E2 of Section 11
Lot 2, SWNE, & W2SE of Section 2
Eddy County, New Mexico

Containing **319.78** 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 March 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

June 13, 2019

Date

By: Catherine Lebsock

Operator/Attorney-in-Fact

gl KD

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

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

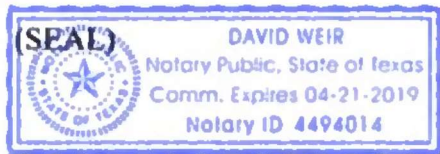
3/28/19
Date

By: [Signature]
Name: Nicholas Holbrook
Title: Pogo Resources, LLC

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

On this 28th day of March, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Nicholas Holbrook, known to me to be
the COO of Pogo Resources, LLC.



4/21/2019
My Commission Expires

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**June 13, 2019

Date

By:

Catherine LebsackName: Catherine LebsackTitle: Vice President**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

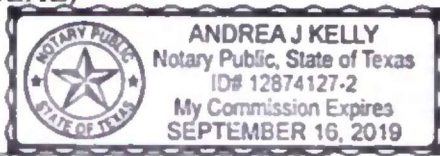


My Commission Expires

Courtney Thomas
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date April 11, 2019By: TEK Properties, LtdName: Thomas E. KellyTitle: TEK Properties LTD Trust**ACKNOWLEDGEMENT**STATE OF Texas)
) ss.
COUNTY OF Brazos)On this 11th day of April, 2019, before me, a Notary Public
for the State of Texas, personallyappeared Thomas E. Kelly, known to me to be the
general partner of the TEK Properties LTD Trust.

(SEAL)

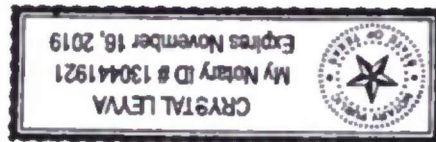


My Commission Expires

Andrea Kelly
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 2/20/19By: [Signature]Name: Joe N Gifford**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Midland) ss.On this 20th day of February, 2019, before me, a Notary Publicfor the State of Texas, personallyappeared Joe N Gifford, known to me to be theof _____, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)

11-10-19
My Commission Expires[Signature]
Notary Public

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

3/28/19
Date

By: [Signature]

Name: TRAVIS WALNE, TRUSTEE
Title: Mary Patricia Dougherty Trust

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 28th day of MARCH, 2019, before me, a Notary Public
for the State of TEXAS, personally
appeared TRAVIS WALNE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.



[Signature]
Notary Public

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

3/27/19
Date

By: [Signature]

Name: Otto E Schroeder Jr III OHL

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

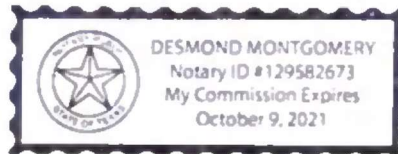
On this 27 day of March, 2019, before me, a Notary Public

for the State of Texas, personally

appeared Otto E Schroeder III, known to me to be the

of Owner, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)



10-9-2021
My Commission Expires

[Signature]
Notary Public

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

4-29-19
Date

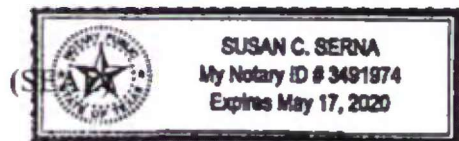
By: Catherine M Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 29 day of April, 2019, before me, a Notary Public
for the State of TEXAS, personally appeared Catherine M Grace.

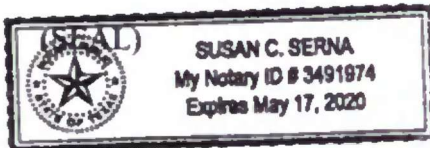


5-17-2020
My Commission Expires

Susan C Serina
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 4.30.19By: [Signature]Name: LM Olson TrusteeTitle: Mary Margaret Olson Trust**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 30 day of April, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Leonard M. Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.

5-17-2020
My Commission Expires[Signature]
Notary Public

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

3/13/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

STATE OF [Texas] §

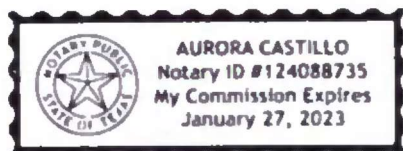
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of March, 2019.

Aurora Castillo



Notary Public in and for the State of [Texas]

My Commission expires: January 27, 2023

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

5-14-19
Date

By: Nancy S. Thomas

Name: Nancy S Thomas

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Marvis) ss.

On this 14th day of May, 2019, before me, a Notary Public
for the State of Texas, personally appeared Nancy S Thomas.



12-22-19
My Commission Expires

[Signature]
Notary Public

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

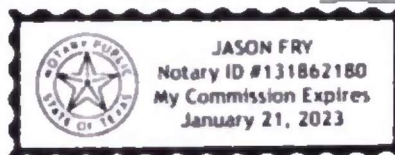
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

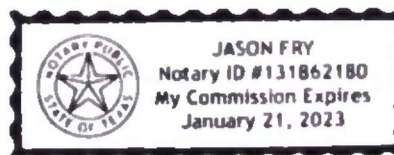
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

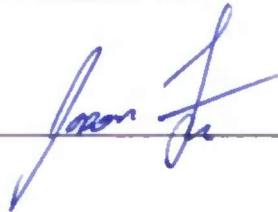
STATE OF [Texas] §

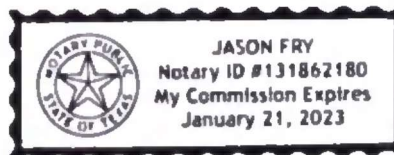
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L.

Name: H.L. Tompkins

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

STATE OF [Texas] §

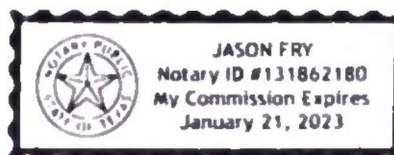
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

[Signature]



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

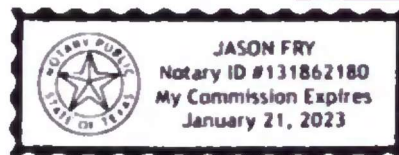
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

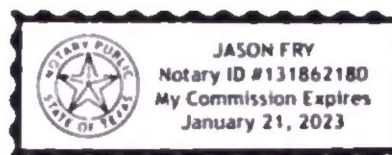
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

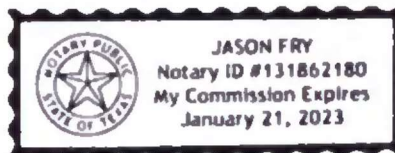
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

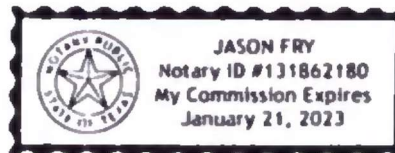
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

[Signature]



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

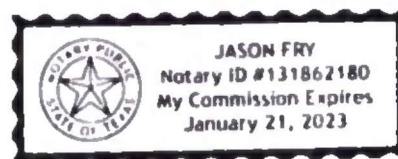
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.



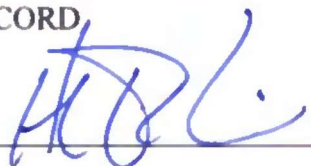


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

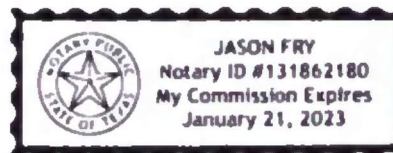
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P. Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

June 13, 2019
Date

By: Catherine Lebsack
Catherine Lebsack

Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

EXHIBIT "A"

Plat of communitized area covering **319.78** acres in W2E2 Section 11 & Lot 2, SWNE, & W2SE Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New Mexico.

Belloq 11-2 Fed State Com 223H

		Tract 2 State Lease V-302 159.78 acres	
		Tract 1 Federal Lease NMNM 404441 160.00 acres	

EXHIBIT "B"

To Communitization Agreement dated March 1, 2019 embracing the following described land in W2E2 Section 11 & Lot 2, SWNE, & W2SE Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM ^P 404441
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 11: W2E2
Number of Acres:	160.00
Record Title Owner – Lessee: Name of ORRI Owners:	Devon Energy Production Company, L.P. JOE N GIFFORD A G ANDRIKOPOULOS RESOURCE INC GEORGIA B BASS CARGOIL & GAS CO LLC MARGARET A SUMMERFORD ROGERS FIGURE 4 INVESTMENT TRUST SYDHAN LP DON FRANKLIN INNERARITY FAMILY MINERALS LLC TD MINERALS LLC SANTA ELENA MINERALS IV LP PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC LISA GAIL KARABATSOS MOMENTUM MINERALS OPERATING LP RONNIE LORENZ DEVON ENERGY PROD CO LP
Name of Working Interest Owners:	Devon Energy Production Company, L.P. TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace Mary Margaret Olson Trust

The Nancy Stallworth Thomas Marital Trust
Nancy S Thomas
P A Allman Trust
George M Allman III Trust
Marilyn M Allman Trust
Jill Allman Mancuso Trust
Donald C Allman Trust
George Allman Jr Trust
Mary Elizabeth Schram Trust
Margaret Sue Schroeder Trust
Michelle Allman Grantor Trust
Theresa Allman Smith Grantor Trust

Tract No. 2

Lease Serial Number:	State Lease Number V-302
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 2: Lot 2, SWNE, & W2SE
Number of Acres:	159.78
Record Title Owner – Lessee: Name of ORRI Owners:	Pogo Resources, LLC CHARLES R WIGGINS CDA FAMILY PARTNERSHIP LTD CROW REYNOLDS LTD FIVE TALENTS LTD NURAY K PACE
Name of Working Interest Owners:	Devon Energy Production Co., LP

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0344%
2	<u>159.78</u>	<u>49.9656%</u>
Total	319.78	100.0000%



RECEIVED

MAR 19 2020

LAND DEPARTMENT

Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Kelly Niemyer
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 19th, 2020

Re: Communitization Agreement Approval
Belloq 11-2 Fed State Com #223H
Vertical Extent: Bone Spring
Township: 23 South, Range 31 East, NMPM
Sect 2: W2E2
Sect 11: W2E2
Eddy County, New Mexico

Dear Ms. Niemyer,

The Commissioner of Public Lands has this date approved the Belloq 11-2 Fed State Com #223H Communitization Agreement for the Bone Spring formation effective 3/1/2019. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard".

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

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

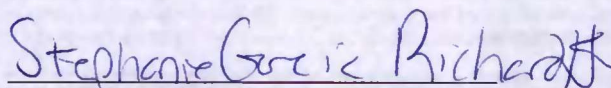
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #223H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2E2
Section 11: W2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

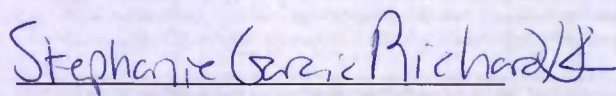
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #223H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2E2
Section 11: W2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

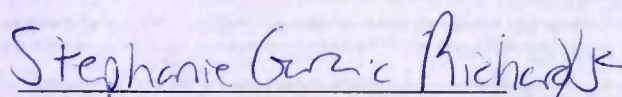
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #223H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2E2
Section 11: W2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

**STATE/FEDERAL OR
STATE/FEDERAL/FEE**
Revised Feb. 2013

**ONLINE Version
COMMUNITIZATION AGREEMENT**

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions W2E2 of Section 11 & Lot 2, SWNE, W2SE of Section 2,

Sect 11 & 2, T 23S, R 31E, NMPM Eddy County NM

containing 319.78 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the Oil and Gas (hereinafter referred to as "communitized substances") producible from such formation.

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

27:6 WA 12 MAR 2021

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is March 1st 2019 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator Devon Energy Production Co., L.P. Lessees of Record Pogo Resources, LLC
 By Catherine Lebsack
 Print name of person Catherine Lebsack, Vice President
 Type of authority CP XO

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2019 JUN 27 AM 9:42

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of OKLAHOMA)County of OKLAHOMA) SS)This instrument was acknowledged before me on June 13, 2019

DATE

By Catherine Lebsack

Name(s) of Person(s)

as Vice President of Devon Energy Production Company, L.P.

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

Courtney Thomas

Signature of Notarial Officer

My commission expires: 7-24-2021

2019 JUN 27 AM 9:42

EXHIBIT ATo Communitization Agreement dated March 1st, 2019

Plat of communitized area covering the:

Subdivisions W2E2 of Section 11 & Lot 2, SWNE, W2SE of Section 2
of Sect. 11 & 2, T 23S, R 31E, NMPM, Eddy County, NM.Belloq 11-2 Fed State Com 223H

		Tract 2 State Lease V-302 159.78 acres	
		Tract 1 Federal Lease NMNM 404441 160.00 acres	

EXHIBIT B

To Communitization Agreement dated March 1, 2019, embracing the
Subdivisions W2E2 of Section 11 & Lot 2, SWNE, W2SE of Section 2
of Section 11 & 2, T 23S, R 31E, N.M.P.M., Eddy County, NM

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

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: NMNM 404441
Lease Date: 7/1/1963
Lease Term: 10 years
Lessor: United States of America
Original Lessee: Marathon Oil Corporation
Present Lessee: Devon Energy Production Co. LP
Description of Land Committed: Subdivisions W2E2
Sect 11, Twp 23S, Rng 31E NMPM, Eddy County, NM
Number of Acres: 160.00
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 94.47%

TRACT NO. 2

Lease Serial No.: V-302
Lease Date: 2/1/1981
Lease Term: 5 years
Lessor: State of New Mexico
Original Lessee: The Superior Oil Company
Present Lessee: Devon Energy Production Co., LP
Description of Land Committed: Subdivisions Lot 2, SWNE, & W2SE
Sect 2, Twp 23S, Rng 31E, NMPM, Eddy County, NM
Number of Acres: 159.78
Royalty Rate: 16.66%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 100%

2019 JUN 27 AM 9:42

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>160.00</u>	<u>50.0034</u>
Tract No.2	<u>159.78</u>	<u>49.9966</u>
Tract No.3	<u> </u>	<u> </u>
Tract No.4	<u> </u>	<u> </u>

2019 JUN 27 AM 9:42

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

June 13, 2019
Date

By: Catherine Lebsack
Name: Catherine Lebsack
Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

2019 JUN 27 AM 9:42

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

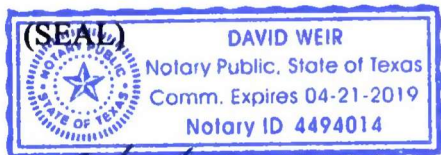
3/28/19
Date

By: [Signature]
Name: Nicholas Holbrook
Title: Pogo Resources, LLC

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

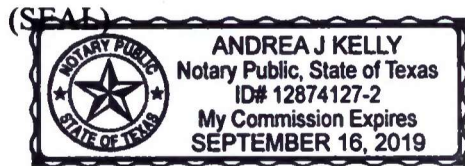
On this 28th day of March, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Nicholas Holbrook, known to me to be
the COO of Pogo Resources, LLC.



4/21/2019
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date April 11, 2019By: TEK Properties, LtdName: Thomas E. KellyTitle: TEK Properties LTD Trust**ACKNOWLEDGEMENT**STATE OF Texas)
) ss.
COUNTY OF Brazos)On this 11th day of April, 2019, before me, a Notary Public
for the State of Texas, personallyappeared Thomas E. Kelly, known to me to be the
general partner of the TEK Properties LTD Trust.

My Commission Expires

Andrea Kelly
Notary Public

2019 JUN 27 AM 9:42

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

3-18-19
Date

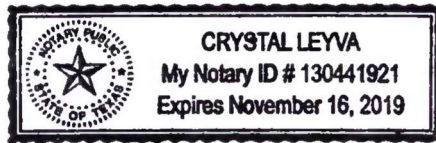
By: [Signature]
Name: Joe N Gifford

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland) ss.

On this 18th day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Joe N Gifford.

(SEAL)



11-16-19
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

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

3/28/19
Date

By: [Signature]

Name: TRAVIS WALNE, TRUSTEE
Title: Mary Patricia Dougherty Trust

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 28th day of MARCH, 2019, before me, a Notary Public
for the State of TEXAS, personally
appeared TRAVIS WALNE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.

(SEAL)

Sept. 25, 2019
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

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

3/27/19
Date

By: [Signature]

Name: Otto E Schroeder Jr. III
OEL

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

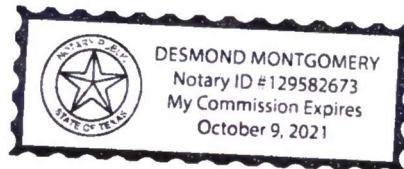
On this 27 day of March, 2019, before me, a Notary Public

for the State of Texas, personally

appeared Otto E Schroeder Jr. III, known to me to be the

of Owner, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)



10-9-2021
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

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

4-29-19
Date

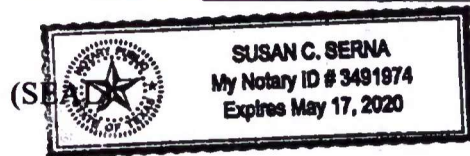
By: Catherine M Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 29 day of April, 2019, before me, a Notary Public
for the State of TEXAS, personally appeared Catherine M Grace.



5-17-2020
My Commission Expires

Susan Cerna
Notary Public

2019 JUN 27 AM 9:42

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

3-25-19
Date

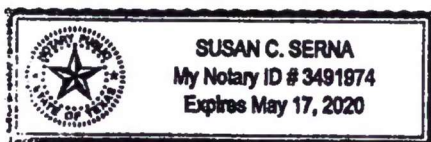
By: [Signature]
Name: LM Olson, Trustee
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 25 day of March, 2019, before me, a Notary Public
for the State of Texas, personally
appeared LM Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.

(SEAL)



5-17-2020
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

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

3/13/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

STATE OF [Texas] §

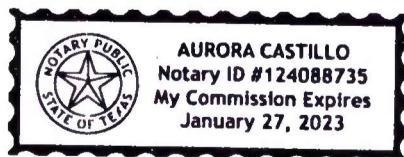
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of March, 2019.

Aurora Castillo



Notary Public in and for the State of [Texas]

My Commission expires: January 27, 2023

2019 JUN 27 AM 9:42

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

5-14-19
Date

By: Nancy S. Thomas

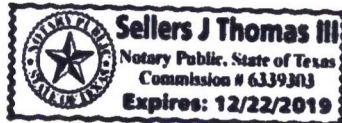
Name: Nancy S Thomas

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 14th day of May, 2019, before me, a Notary Public
for the State of Texas, personally appeared Nancy S Thomas.

(SEAL)



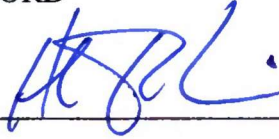
12-22-19
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

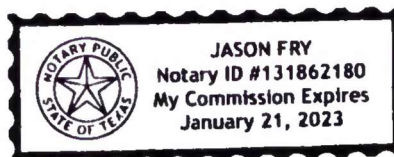
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





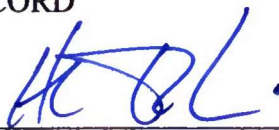
Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

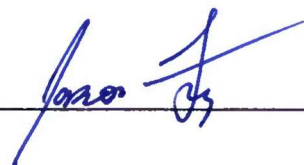
STATE OF [Texas] §

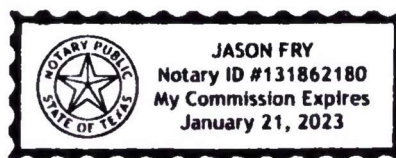
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

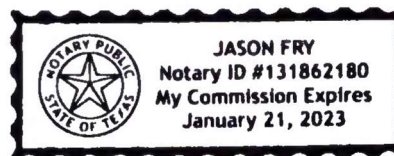
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





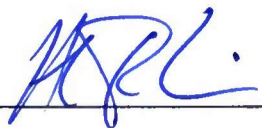
Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

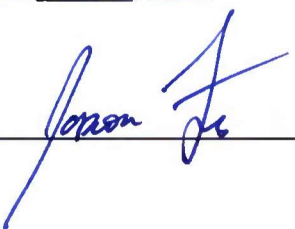
STATE OF [Texas] §

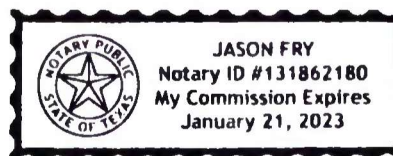
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

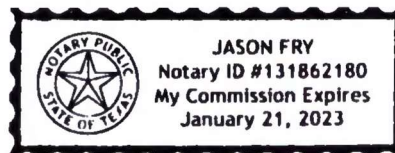
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

24:6 WA L2 NOV 9102

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

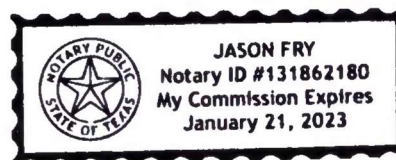
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

Jason Fry



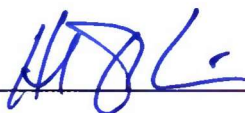
Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

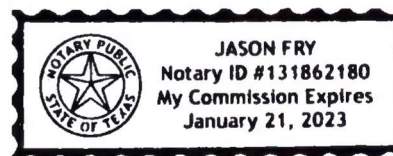
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: [Signature]

Name: H.L. Tompkins

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

STATE OF [Texas] §

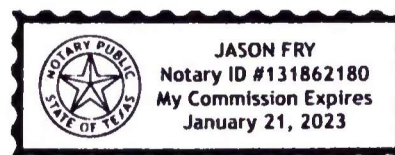
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

[Signature]



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: H.L.

Name: H.L. Tompkins

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

STATE OF [Texas] §

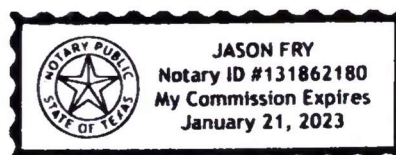
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

[Signature]



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

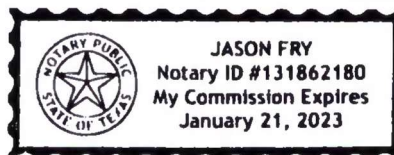
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:42



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



In Reply Refer To:

NMNM140384

3105.2 (NM925)

MAY 28 2020

Reference:

Communitization Agreement

Belloq 11-2 Fed State Com #231H

Section 02: Lot 4, W2SW, SWNW,

Section 11: W2W2.

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

Eddy County, NM

Devon Energy Production Co., LP

333 W. Sheridan Ave.

Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM140384 involving 160 acres of Federal land in lease NMNM 0404441, and 159.49 acres of State land, Eddy 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 the Lot 4, W2SW, SWNW of Sec. 02, and W2W2 of Sec. 11, T. 23 S., R. 31 E., NMPM, Eddy County, NM, and is effective January 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

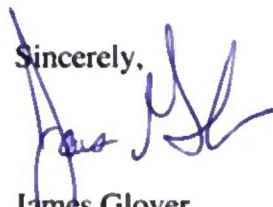
Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of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

2

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Glover', is written over the word 'Sincerely,'.

James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

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

Determination – Approval – Certification

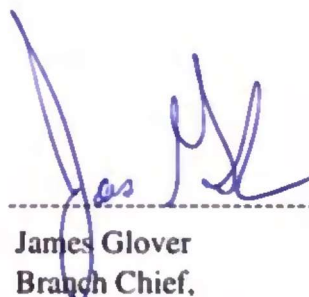
Pursuant to the authority nested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- 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 4, W2SW, SWNW of sec. 02 and W2W2 of sec. 11, 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.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **MAY 28 2020**



James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

Effective: January 1, 2019

Contract No: Com. Agr. NMNM 140384

JUN 27 2019

Federal Communitization Agreement

BLM, NMSO
SANTA FE

Contract No. NNNM 140384

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

WITNESSETH:

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

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

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

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

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

Township 23S, Range 31E
W2W2 of Section 11
W2SW, SWNW, & Lot 4 of Section 2
Eddy County, New Mexico

Containing **319.49** 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 January 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

June 13, 2019

Date

By:

Catherine Lebrack

Operator/Attorney-in-Fact *SL KO*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 20 19, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

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

June 13, 2019
Date

By: Catherine Lebsack

Name: Catherine Lebsack

Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

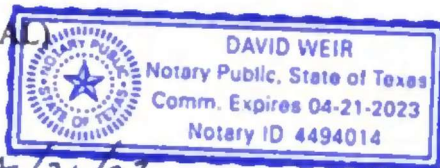


Courtney Thomas
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 4/15/19By: [Signature]Name: Nicholas HolbrookTitle: Pogo Resources, LLC**ACKNOWLEDGEMENT**STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 15th day of April, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Nicholas Holbrook, known to me to be
the COO of Pogo Resources, LLC.

(SEAL)

4/21/23
My Commission Expires[Signature]

Notary Public

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

March 08, 2019
Date

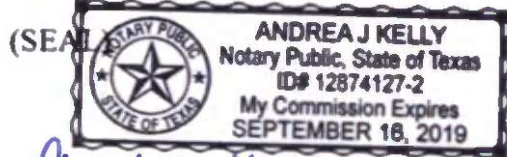
By: Thomas E. Kelly
Name: Thomas E. Kelly
for Title: TEK Properties LTD. Inc.
Jot.

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Brazos)

On this 8th day of March, 2019, before me, a Notary Public
for the State of Texas, personally

appeared Thomas E. Kelly, known to me to be the
of TEK Properties Ltd., the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.



Andrea Kelly
My Commission Expires

9.16.19
Notary Public

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

3-18-19
Date

By: [Signature]

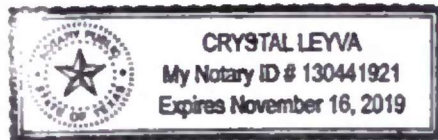
Name: Joe N Gifford

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland) ss.

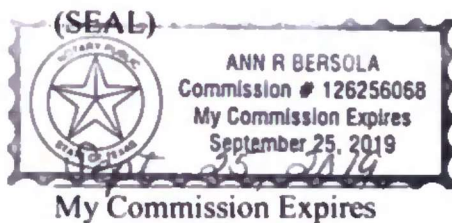
On this 18 day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Joe N Gifford.

(SEAL)



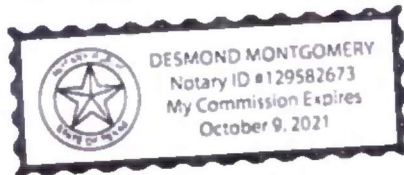
11-16-19
My Commission Expires

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 02/22/19By: [Signature]Name: TRAVIS WALNETitle: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)On this 22nd day of FEBRUARY, 2019, before me, a Notary Publicfor the State of TEXAS, personallyappeared TRAVIS WALNE, known to me to be the VICE PRESIDENTof THE NORTHERN TRUST COMPANY, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.Ann Bersola
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 4/2/19By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Otto Eugene Schroeder, Jr.**ACKNOWLEDGEMENT**STATE OF Texas)
) ss.
COUNTY OF Dallas)On this 22 day of April, 2019, before me, a Notary Publicfor the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Otto Eugene Schroeder, Jr.

(SEAL)

10-9-2021
My Commission Expires[Signature]
Notary Public

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

3-22-19
Date

By: Catherine M. Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 22 day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5-17-2020
My Commission Expires

Susan C. Serna
Notary Public

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

3-25-19
Date

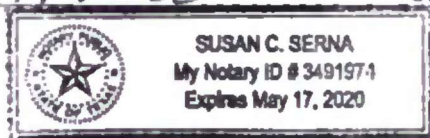
By: *L M Olson*
Name: L M Olson, Trustee
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 25 day of March, 2019, before me, a Notary Public
for the State of Texas, personally
appeared L M Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.

(SEAL)



5-17-2020
My Commission Expires

Susan C Serna
Notary Public

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

3/13/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

STATE OF [Texas] §

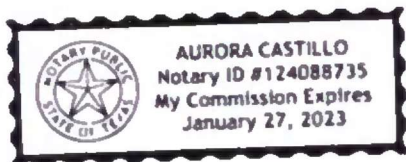
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of March, 2019.

Aurora Castillo



Notary Public in and for the State of [Texas]

My Commission expires: January 27, 2023

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

5-14-19
Date

By: Nancy S. Thomas

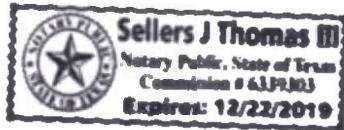
Name: Nancy S Thomas

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Maric) ss.

On this 14th day of May, 2019, before me, a Notary Public
for the State of Texas, personally appeared Nancy S Thomas.

(SEAL)

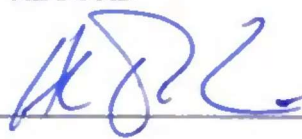


12-22-19
My Commission Expires

[Signature]
Notary Public

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

2/19/19
Date

By: 

Phyllis A. Allman Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins Vice President

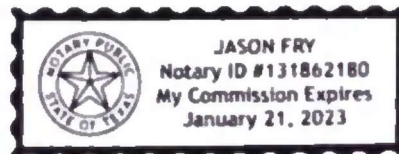
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

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

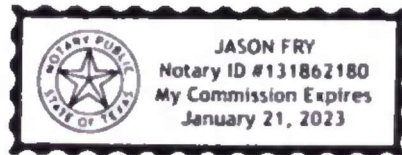
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

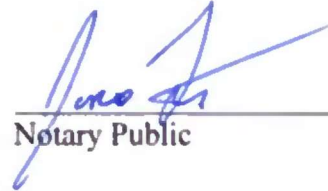
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)

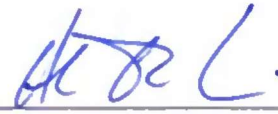


1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Marilyn M. Allman Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins, Vice President

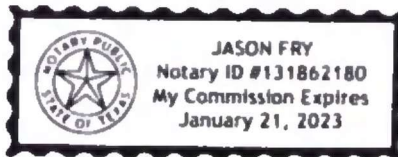
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

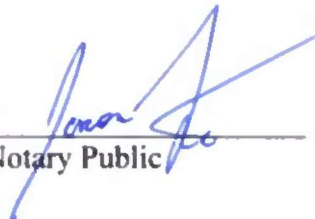
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Jill A. Mancuso Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins Vice President

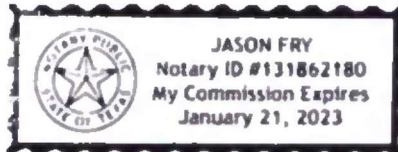
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Donald C Allman Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

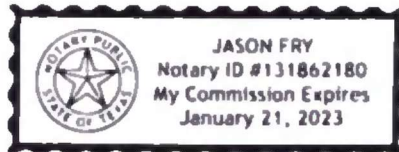
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

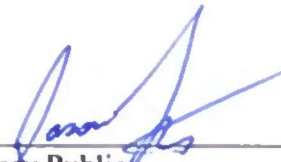
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

George Allman Jr. Trust
C/O JPMorgan Chase Bank, N.A.
H.L. Tompkins, Vice President

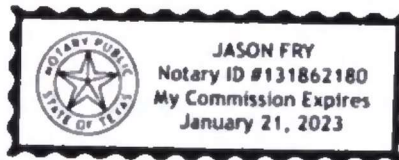
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

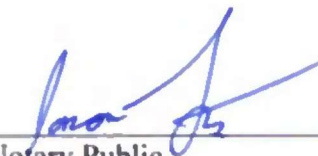
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)

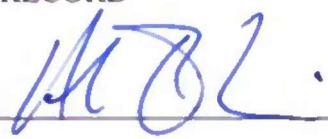


1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Mary Elizabeth Schram Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

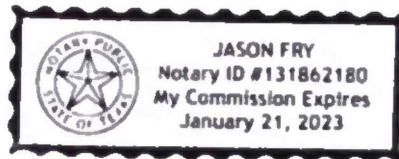
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

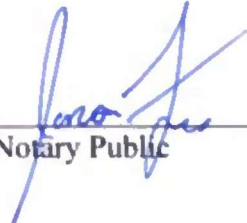
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)

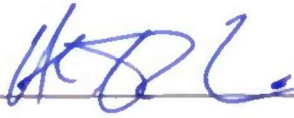


1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Margaret Sue Schroeder Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

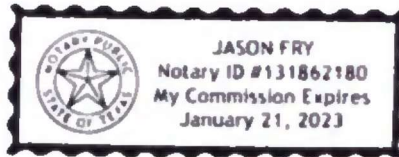
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)

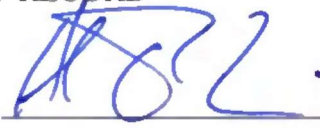


1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Michelle Allman Grantor Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

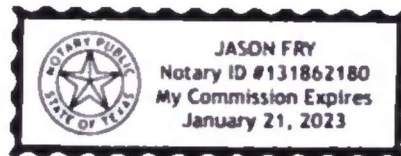
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

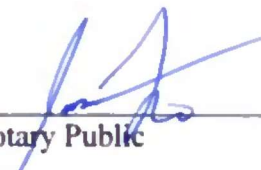
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

Theresa Allman Smith Grantor Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

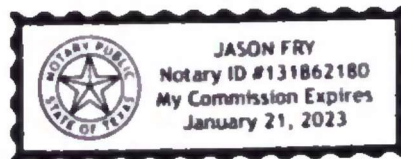
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

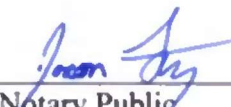
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

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

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P. Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

June 13, 2019
Date

By: Catherine Lebsack
Catherine Lebsack *CL* *TD*

Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

EXHIBIT "A"

Plat of communitized area covering **319.49** acres in W2W2 Section 11 & Lot 4, SWNW,
W2SW Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New
Mexico.

Belloq 11-2 Fed State Com 231H

Tract 1 State Lease V-302 159.49 acres	
Tract 2 Federal Lease NMNM 404441 160.00 acres	

EXHIBIT "B"

To Communitization Agreement Dated January 1, 2019 embracing the following described land in W2W2 Section 11 & Lot 4, SWNW, W2SW Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New Mexico.

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

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

Lease Serial Number:	State Lease Number V-302
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 2: Lot 4, SWNW, W2SW
Number of Acres:	159.49
Record Title Owner – Lessee: Name and Percent ORRI Owners:	Pogo Resources, LLC ORRI Owners of Record
Name of Working Interest Owners:	Devon Energy Production Co., LP

Tract No. 2

Lease Serial Number:	Federal Lease Number ⁰ 404441
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 11: W2W2
Number of Acres:	160.00
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.

Name of ORRI Owners:

JOE N GIFFORD
 A G ANDRIKOPOULOS RESOURCE INC
 CHARLES R WIGGINS
 GEORGIA B BASS
 CARGOIL & GAS CO LLC
 MARGARET A SUMMERFORD ROGERS
 FIGURE 4 INVESTMENT TRUST
 SYDHAN LP
 DON FRANKLIN
 CDA FAMILY PARTNERSHIP LTD
 CROW REYNOLDS LTD
 FIVE TALENTS LTD
 NURAY K PACE
 INNERARITY FAMILY MINERALS LLC
 TD MINERALS LLC
 TD MINERALS LLC
 SANTA ELENA MINERALS IV LP
 PEGASUS RESOURCES LLC
 MCMULLEN MINERALS LLC
 LISA GAIL KARABATSOS
 MOMENTUM MINERALS OPERATING LP
 RONNIE LORENZ
 DEVON ENERGY PROD CO LP

Name of Working Interest Owners:

Devon Energy Production Company, L.P.
 TEK Properties LTD
 Joe N Gifford
 Northern Bank & Trust, Trustee of the Mary
 Patricia Dougherty Trust
 Otto E Schroeder Jr
 Catherine M Grace
 Mary Margaret Olson Trust
 The Nancy Stallworth Thomas Marital Trust
 Nancy S Thomas
 P A Allman Trust
 George M Allman III Trust
 Marilyn M Allman Trust
 Jill Allman Mancuso Trust
 Donald C Allman Trust
 George Allman Jr Trust
 Mary Elizabeth Schram Trust
 Margaret Sue Schroeder Trust
 Michelle Allman Grantor Trust
 Theresa Allman Smith Grantor Trust

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	159.49	49.9202%
2	<u>160.00</u>	<u>50.0798%</u>
Total	319.49	100.0000%



RECEIVED

MAR 19 2020

LAND DEPARTMENT

Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Kelly Niemyer
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 19th, 2020

Re: Communitization Agreement Approval
Belloq 11-2 Fed State Com #231H
Vertical Extent: Bone Spring
Township: 23 South, Range 31 East, NMPM
Sect 2: W2W2
Sect 11: W2W2
Eddy County, New Mexico

Dear Ms. Niemyer,

The Commissioner of Public Lands has this date approved the Belloq 11-2 Fed State Com #231H Communitization Agreement for the Bone Spring formation effective 1/1/2019. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard".

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

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

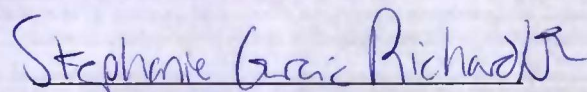
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #231H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2W2
Section 11: W2W2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 19th Day of February, 2020.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

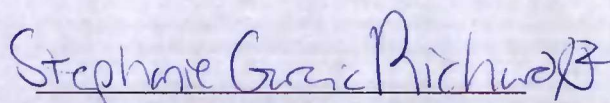
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #231H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2W2
Section 11: W2W2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

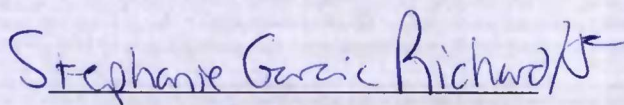
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #231H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: W2W2
Section 11: W2W2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions W2W2 of Section 11 & Lot 4, SWNW, W2SW of Section 2,

Sect 11 & 2, T 23S, R 31E, NMPM Eddy County NM

containing 319.49 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the Oil and Gas (hereinafter

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

9th:6 AM 27 JUN 2021 6102

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

L 4:6 WA 27 JAN 2021

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1st 2019 Month 1st Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator Devon Energy Production Co., L.P. Lessees of Record Pogo Resources, LLC
 By Catherine Lebsack
 Print name of person 50 70
 Catherine Lebsack, Vice President
 Type of authority _____

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2019 JUN 27 AM 9:47

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of OKLAHOMA)County of OKLAHOMA) SS)This instrument was acknowledged before me on June 13, 2019

DATE

By Catherine Lebsack

Name(s) of Person(s)

as Vice President of Devon Energy Production Company, L.P.

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

Courtney Thomas

Signature of Notarial Officer

My commission expires: 7-24-2021

2019 JUN 27 AM 9:47

EXHIBIT ATo Communitization Agreement dated January 1st, 2019

Plat of communitized area covering the:

Subdivisions W2W2 of Section 11 & Lot 4, SWNW, W2SW of Section 2of Sect. 11 & 2, T 23S, R 31E, NMPM, Eddy County, NM.Belloq 11-2 Fed State Com 231H

Tract 1 State Lease V-302 159.49 acres	
Tract 2 Federal Lease NMNM 404441 160.00 acres	

EXHIBIT B

To Communitization Agreement dated January 1st, 2019, embracing the
Subdivisions W2W2 of Section 11 & Lot 4, SWNW, W2SW of Section 2
of Section 11 & 2, T 23S, R 31E, N.M.P.M., Eddy County, NM

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

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: V-302
Lease Date: 2/1/1981
Lease Term: 5 years
Lessor: State of New Mexico
Original Lessee: The Superior Oil Company
Present Lessee: Devon Energy Production Co. LP
Description of Land Committed: Subdivisions Lot 4, SWNW, & W2SW,
Sect 2, Twp 23S, Rng 31E NMPM, Eddy County, NM
Number of Acres: 159.49
Royalty Rate: 16.66%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 100%

TRACT NO. 2

Lease Serial No.: NMNM 404441
Lease Date: 7/1/1963
Lease Term: 10 years
Lessor: United States of America
Original Lessee: Marathon Oil Corporation
Present Lessee: Devon Energy Production Co., LP
Description of Land Committed: Subdivisions W2W2,
Sect 11, Twp 23S, Rng 31E, NMPM, Eddy County, NM
Number of Acres: 160.00
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 94.47%

2019 JUN 27 AM 9:47

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>159.49</u>	<u>49.9202</u>
Tract No.2	<u>160.00</u>	<u>50.0798</u>
Tract No.3	<u> </u>	<u> </u>
Tract No.4	<u> </u>	<u> </u>

2019 JUN 27 AM 9:47

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

June 13, 2019
Date

By: Catherine Lebsack
Name: Catherine Lebsack
Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

2019 JUN 27 AM 9:47

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

4/15/19
Date

By: 

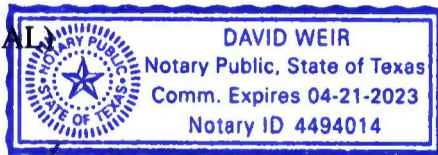
Name: Nicholas Holbrook
Title: Pogo Resources, LLC

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

On this 15th day of March ^{or} April, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Nicholas Holbrook, known to me to be
the COO of Pogo Resources, LLC.

(SEAL)



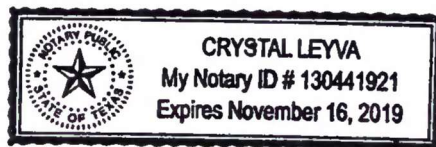
4/21/23
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 2/20/19By: [Signature]
Name: Joe N Gifford**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Midland) ss.On this 20th day of February, 2019, before me, a Notary Public
for the State of Texas, personallyappeared Joe N Gifford, known to me to be theof _____, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)

11-16-19
My Commission Expires[Signature]
Notary Public

2019 JUN 27 AM 9:47

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 02/22/19By: [Signature]Name: TRAVIS WALNETitle: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
COUNTY OF HARRIS) ss.On this 22nd day of FEBRUARY, 2019, before me, a Notary Public
for the State of TEXAS, personallyappeared TRAVIS WALNE, known to me to be the Vice President
of THE NORTHERN TRUST COMPANY, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.Ann R Bersola
Notary Public

2019 JUN 27 AM 9:47

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

March 08, 2019
Date

By: Thomas E. Kelly Gen. Ptnr.

Name: Thomas E. Kelly

for Title: TEK Properties LTD Trust

John

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Brazos)

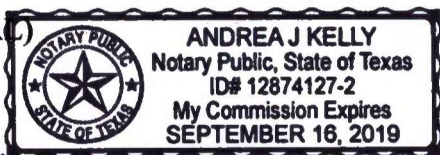
On this 8th day of March, 2019, before me, a Notary Public

for the State of Texas, personally

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

of TEK Properties Ltd, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



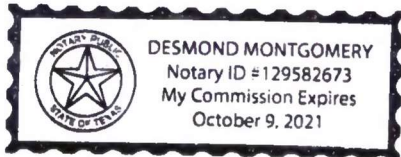
9.16.19
My Commission Expires

Andrea Kelly
Notary Public

2019 JUN 27 AM 9:47

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 4/22/19By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Otto Eugene Schroeder, Jr.**ACKNOWLEDGEMENT**STATE OF Texas)
) ss.
COUNTY OF Dallas)On this 22 day of April, 2019, before me, a Notary Public
for the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Otto Eugene Schroeder, Jr.

(SEAL)

10-9-2021
My Commission Expires[Signature]
Notary Public

2019 JUN 27 AM 9:47

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

3-22-19
Date

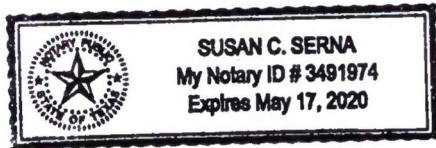
By: Catherine M. Grace
Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 22 day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5-17-2020
My Commission Expires

Susan C. Serna
Notary Public

2019 JUN 27 AM 9:47

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

7-25-19
Date

By: [Signature]

Name: LM Olson, Trustee

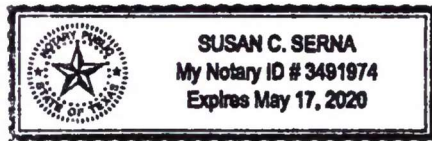
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 25 day of March, 2019, before me, a Notary Public
for the State of Texas, personally
appeared LM Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.

(SEAL)



5-17-2020
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:47

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

5-14-19
Date

By: Nancy S. Thomas

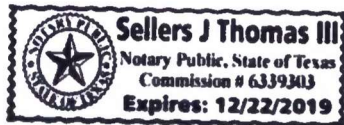
Name: Nancy S Thomas

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 14th day of May, 2019, before me, a Notary Public
for the State of Texas, personally appeared Nancy S Thomas.

(SEAL)



12-22-19
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:47

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

3/13/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

STATE OF [Texas] §

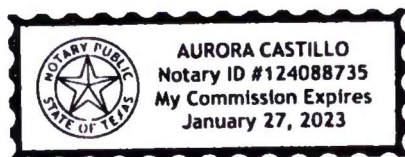
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of March, 2019.

Aurora Castillo



Notary Public in and for the State of [Texas]

My Commission expires: January 27, 2023

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: [Signature]

Theresa Allman Smith Grantor Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

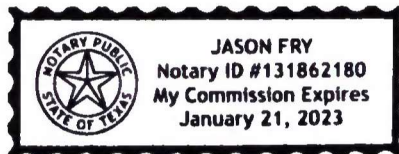
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



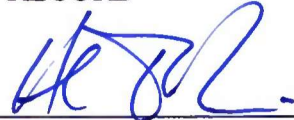
1/21/2023
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

Phyllis A. Allman Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins Vice President

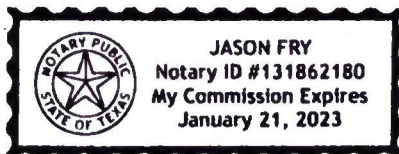
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: HL

Michelle Allman Grantor Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

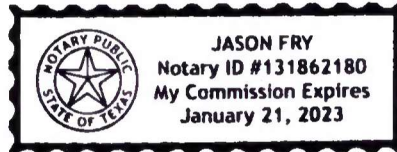
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



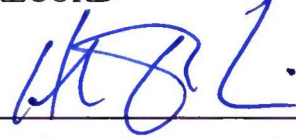
1/21/2023
My Commission Expires

Jason Fry
Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

Mary Elizabeth Schram Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

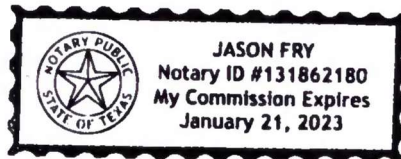
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

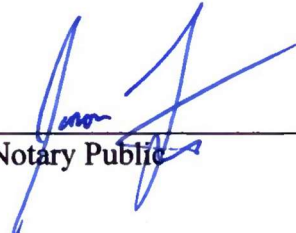
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



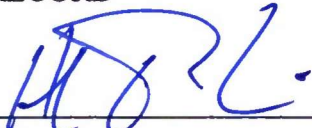
1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

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

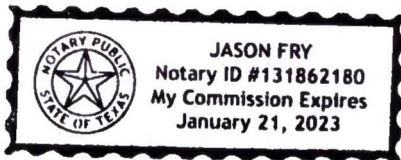
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee , the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



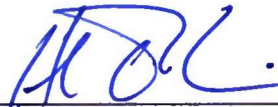
1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

Margaret Sue Schroeder Trust
C/O JPMorgan Chase Bank, N.A., Trustee
HL Tompkins, Vice President

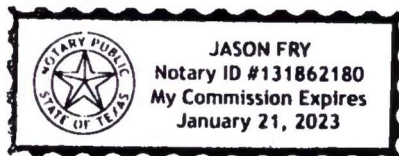
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)

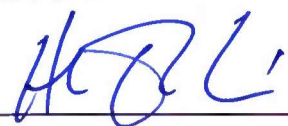


1/21/2023
My Commission Expires


Notary Public

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

2/19/19
Date

By: 

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

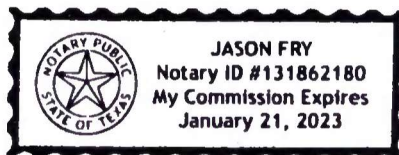
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



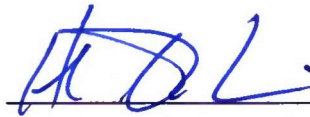
1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

Jill A. Mancuso Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins Vice President

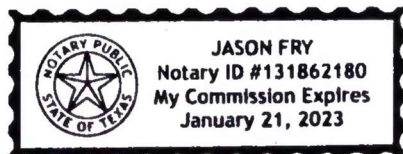
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

George Allman Jr. Trust
C/O JPMorgan Chase Bank, N.A.
H.L. Tompkins, Vice President

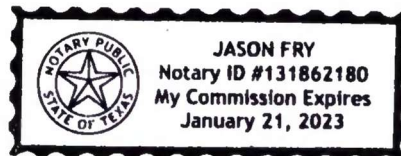
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

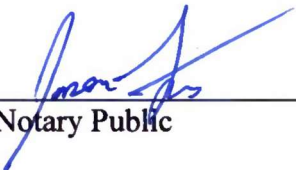
On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

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

2/19/19
Date

By: 

Marilyn M. Allman Trust
JPMorgan Chase Bank, N.A., Agent
H.L. Tompkins, Vice President

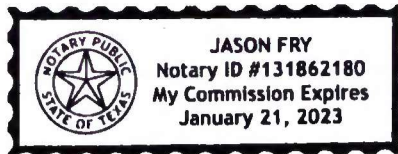
ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of February, 2019, before me, a Notary Public

for the State of Texas, personally appeared H.L. Tompkins,
known to me to be Vice President of JP Morgan Chase Bank, N.A., Trustee, the
~~corporation that executed the foregoing instrument and acknowledged to me such corporation~~
~~executed the same.~~

(SEAL)



1/21/2023
My Commission Expires


Notary Public

2019 JUN 27 AM 9:47

neopost.®

03/16/2020

PRIORITY MAIL

US POSTAGE \$008.00

ZIP 87504
041L12203971

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



Devon Energy Prod.
333 W. Sheridan Ave.
Oklahoma City, OK 73102
Attn: Kelly Niemeyer



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



In Reply Refer To:

NMNM140385

3105.2 (NM925)

MAY 28 2020

Reference:

Communitization Agreement

Belloq 11-2 Fed State Com #234H

Section 02: Lot 1, SENE, E2SE,

Section 11: E2E2.

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

Eddy County, NM

Devon Energy Production Co., LP

333 W. Sheridan Ave.

Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM140385 involving 160 acres of Federal land in lease NMNM 0404441, and 159.93 acres of State land, Eddy County, New Mexico, which comprise a 319.93 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the Lot 1, SENE, E2SE of Sec. 02, and E2E2 of Sec. 11, T. 23 S., R. 31 E., NMPM, Eddy County, NM, and is effective March 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

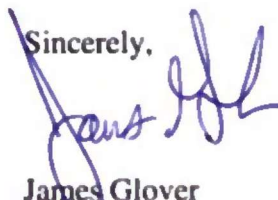
Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of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

2

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "James Glover", is written over the word "Sincerely,".

James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

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

Determination – Approval – Certification

Pursuant to the authority nested 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. 02 and E2E2 of sec. 11, 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.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **MAY 28 2020**



James Glover
Branch Chief,
Branch of Reservoir Management
Division of Minerals

Effective: March 1, 2019

Contract No: Com. Agr. NMNM 140385

RECEIVED

JUN 27 2019

BLM, NMSO
SANTA FEFederal Communitization AgreementContract No. NMMN 140385

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

WITNESSETH:

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

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

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

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

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

Township 23S, Range 31E
E2E2 of Section 11
Lot 1, SENE, and E2SE of Section 2
Eddy County, New Mexico

Containing **319.93** 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 March 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

June 13, 2019
Date

By: Catherine Lebsock
Operator/Attorney-in-Fact *cf to*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

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

June 13, 2019
Date

By: Catherine Lebsack
Name: Catherine Lebsack
Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

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

3/6/19
Date

By: [Signature]
Name: Nicholas Holbrook
Title: Pogo Resources, LLC

ACKNOWLEDGEMENT

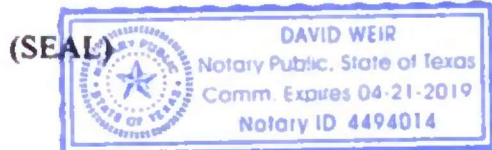
STATE OF Texas)
COUNTY OF Dallas) ss.

On this 6th day of March, 2019, before me, a Notary Public

for the State of Texas, personally

appeared Nicholas Holbrook, known to me to be the

of COO, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.



4/21/19
My Commission Expires

[Signature]
Notary Public

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

Date April 26, 2019

By: TEK Properties, Ltd

Name: Thomas E. Kelly

Title: TEK Properties LTD

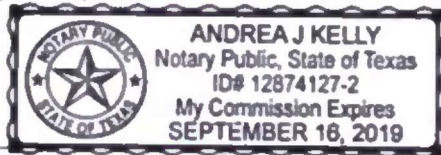
ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Brazos)

On this 26th day of April, 2019, before me, a Notary Public
for the State of Texas, personally

appeared Thomas E. Kelly, known to me to be the
general partner of the TEK Properties LTD.

(SEAL)

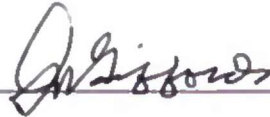


My Commission Expires

Andrea Kelly
Notary Public

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

3/18/19
Date

By: 

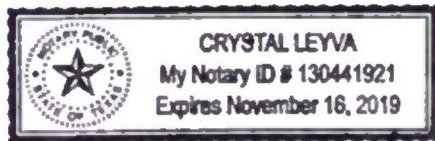
Name: Joe N Gifford

ACKNOWLEDGEMENT

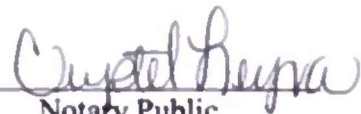
STATE OF Texas)
) ss.
COUNTY OF Midland)

On this 18th day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Joe N Gifford.

(SEAL)



11-16-19
My Commission Expires


Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 05/07/19By: [Signature]Name: TRAVIS WALNE, TRUSTEE
Title: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)On this 7th day of MAY, 2019, before me, a Notary Public
for the State of TEXAS, personally
appeared TRAVIS WALNE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.Ann Bersola
Notary Public

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

Date 3/27/19

By: [Signature] **ITF**

Name: Otto E. Schroeder Jr. **ITF**

OSL

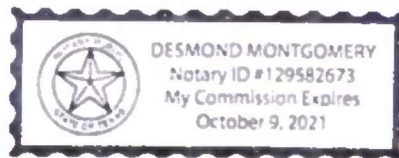
ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 27 day of March, 2019, before me, a Notary Public
for the State of Texas, personally appeared Otto E. Schroeder Jr. **ITF**

OSL

(SEAL)



10-9-2021
My Commission Expires

[Signature]
Notary Public

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

4-29-19
Date

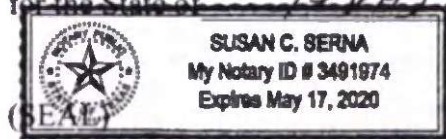
By: Catherine M Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 29 day of April, 2019, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.



5-17-2020
My Commission Expires

Susan C Serina
Notary Public

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

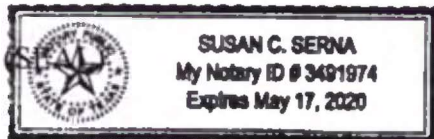
4-30-19
Date

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

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 30 day of April, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Leonard M Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.



5-17-2020
My Commission Expires

[Signature]
Notary Public

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

3/26/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

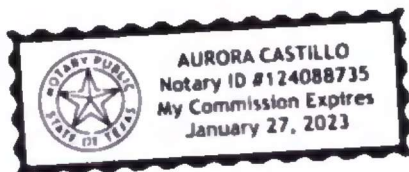
ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, 2019.

Aurora Castillo

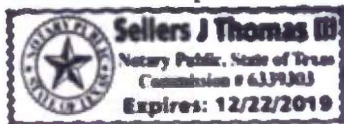


Notary Public in and for the State of [Texas]

My Commission expires : January 27, 2023

Name: Nancy S Thomas

STATE OF Harris^{de} Texas)
COUNTY OF Harris) ss.



Notary Public

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

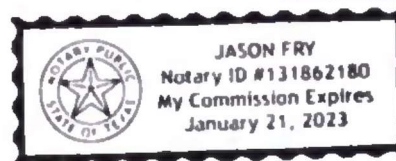
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

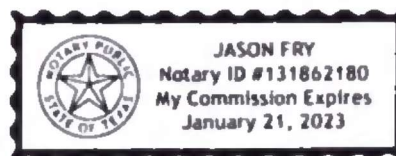
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

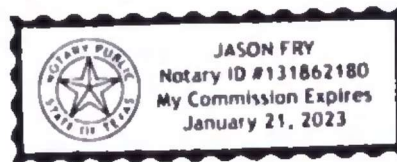
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

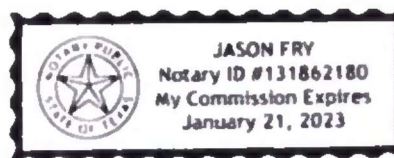
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

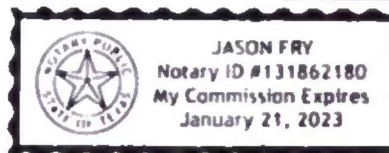
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

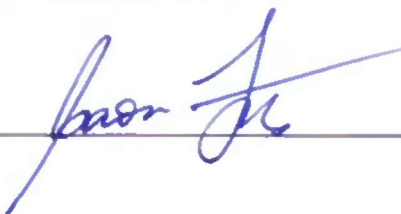
STATE OF [Texas] §

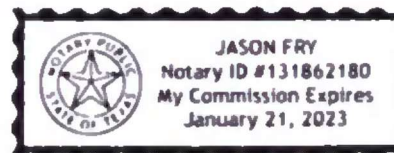
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

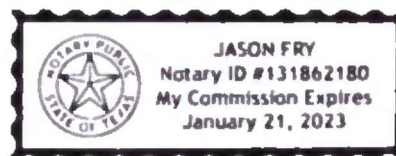
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

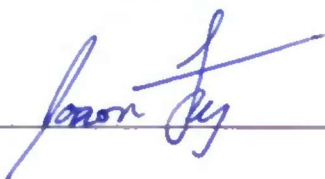
STATE OF [Texas] §

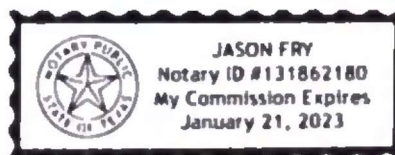
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

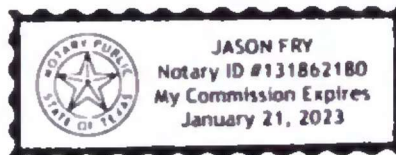
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.



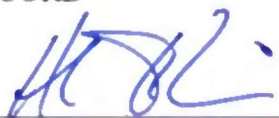


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

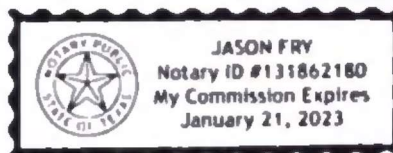
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

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

I, the undersigned, hereby certify, on behalf of Devon Energy Production Company, L.P. Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

June 13, 2019
Date

By: Catherine Lebsack
Catherine Lebsack *gl 20*

Title: Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

EXHIBIT "A"

Plat of communitized area covering **319.93** acres in E2E2 of Section 11, & Lot 1, SENE, and E2SE of Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New Mexico.

Belloq 11-2 Fed State Com 234H

		Tract 2 State Lease V-302 159.93 acres
		Tract 1 Federal Lease NMNM 404441 160.00 acres

EXHIBIT "B"

To Communitization Agreement Dated March 1, 2019 embracing the following described land in E2E2 of Section 11, & Lot 1, SENE, and E2SE of Section 2, Township 23 South, Range 31 East, NMPM, Eddy County, New Mexico.

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

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

Lease Serial Number:	Federal Lease Number 404441
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 11: E2E2
Number of Acres:	160.00
Record Title Owner – Lessee: Name of ORRI Owners:	Devon Energy Production Company, L.P. JOE N GIFFORD A G ANDRIKOPOULOS RESOURCE INC GEORGIA B BASS CARGOIL & GAS CO LLC MARGARET A SUMMERFORD ROGERS FIGURE 4 INVESTMENT TRUST SYDHAN LP DON FRANKLIN INNERARITY FAMILY MINERALS LLC TD MINERALS LLC SANTA ELENA MINERALS IV LP PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC LISA GAIL KARABATSOS MOMENTUM MINERALS OPERATING LP RONNIE LORENZ DEVON ENERGY PROD CO LP
Name of Working Interest Owners:	Devon Energy Production Co., LP TEK Properties LTD Joe N Gifford Northern Bank & Trust, Trustee of the Mary Patricia Dougherty Trust Otto E Schroeder Jr Catherine M Grace

Mary Margaret Olson Trust
The Nancy Stallworth Thomas Marital Trust
Nancy S Thomas
P A Allman Trust
George M Allman III Trust
Marilyn M Allman Trust
Jill Allman Mancuso Trust
Donald C Allman Trust
George Allman Jr Trust
Mary Elizabeth Schram Trust
Margaret Sue Schroeder Trust
Michelle Allman Grantor Trust
Theresa Allman Smith Grantor Trust

Tract No. 2

Lease Serial Number:	State Lease Number V-302
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 2: Lot 1, SENE, and E2SE
Number of Acres:	159.93
Record Title Owner – Lessee: Name of ORRI Owners:	Pogo Resources, LLC CHARLES R WIGGINS CDA FAMILY PARTNERSHIP LTD CROW REYNOLDS LTD FIVE TALENTS LTD NURAY K PACE
Name of Working Interest Owners:	Devon Energy Production Co., LP

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0109%
2	<u>159.93</u>	<u>49.9891%</u>
Total	319.93	100.0000%



RECEIVED

MAR 18 2020

LAND DEPARTMENT

Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Kelly Niemyer
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 19th, 2020

Re: Communitization Agreement Approval
Belloq 11-2 Fed State Com #234H
Vertical Extent: Bone Spring
Township: 23 South, Range 31 East, NMPM
Sect 2: E2E2
Sect 11: E2E2
Eddy County, New Mexico

Dear Ms. Niemyer,

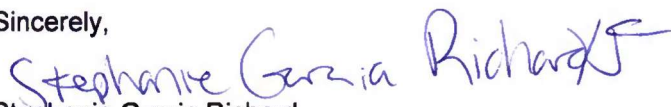
The Commissioner of Public Lands has this date approved the Belloq 11-2 Fed State Com #234H Communitization Agreement for the Bone Spring formation effective 3/1/2019. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,


Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

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

Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #234H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: E2E2
Section 11: E2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.

Stephanie Greer Richard

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

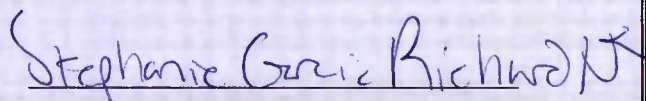
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #234H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: E2E2
Section 11: E2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

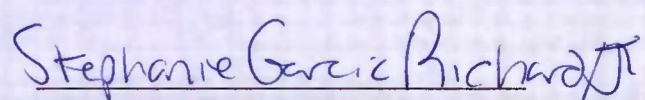
Devon Energy Production Company, LP
Belloq 11-2 Fed State Com #234H
Vertical Extent: Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 2: E2E2
Section 11: E2E2
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2020**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

**STATE/FEDERAL OR
STATE/FEDERAL/FEE**
Revised Feb. 2013

**ONLINE Version
COMMUNITIZATION AGREEMENT**

Contract No.

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions E2E2 of Section 11 & Lot 1 and SENE, E2SE of Section 2,
Sect 11 & 2, T 23S, R 31E, NMPM Eddy County NM
containing 319.93 acres, more or less, and this agreement shall include only the
Bone Spring Formation
underlying said lands and the Oil and Gas (hereinafter
referred to as "communitized substances") producible from such formation.

2019 JUN 27 AM 9:50

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

05:50 AM JUN 27 12:00 PM

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is March 1st 2019 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator	Devon Energy Production Co., L.P.	Lessees of Record	Pogo Resources, LLC
By	<u>Catherine Lebsack</u>		
	Print name of person		
	Catherine Lebsack, Vice President		
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2019 JUN 27 AM 9:51

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of OKLAHOMA)County of OKLAHOMA) SS)This instrument was acknowledged before me on June 13, 2019

DATE

By Catherine Lebsack

Name(s) of Person(s)

as Vice President of Devon Energy Production Company, L.P.

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

Courtney Thomas

Signature of Notarial Officer

My commission expires: 7-24-2021

15:06 AM 27 JUN 2019

EXHIBIT ATo Communitization Agreement dated **March 1st**, 20**19**

Plat of communitized area covering the:

Subdivisions **E2E2 of Section 11 & Lot 1 and SENE, E2SE of Section 2**
of Sect. **11 & 2**, T **23S**, R **31E**, NMPM, **Eddy** County, NM.Belloq 11-2 Fed State Com 234H

		Tract 2 State Lease V-302 159.93 acres
		Tract 1 Federal Lease NMNM 404441 160.00 acres

2019 JUN 27 AM 9:51

EXHIBIT B

To Communitization Agreement dated March 1, 2019, embracing the
Subdivisions E2E2 of Section 11 & Lot 1 and SENE, E2SE of Section 2
of Section 11 & 2, T 23S, R 31E, N.M.P.M., Eddy County, NM

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

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: NMNM 404441
Lease Date: 7/1/1963
Lease Term: 10 years
Lessor: United States of America
Original Lessee: Marathon Oil Corporation
Present Lessee: Devon Energy Production Co. LP
Description of Land Committed: Subdivisions E2E2
Sect 11, Twp 23S, Rng 31E, NMPM, Eddy County, NM
Number of Acres: 160.00
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 94.47%

TRACT NO. 2

Lease Serial No.: V-302
Lease Date: 2/1/1981
Lease Term: 5 years
Lessor: State of New Mexico
Original Lessee: The Superior Oil Company
Present Lessee: Devon Energy Production Co., LP
Description of Land Committed: Subdivisions Lot 1 and SENE, E2SE
Sect 2, Twp 23S, Rng 31E, NMPM, Eddy County, NM
Number of Acres: 159.93
Royalty Rate: 16.66%
Name and Percent ORRI Owners: Of Record
Name and Percent WI Owners: Devon Energy Production Co., LP - 100%

2019 JUN 27 AM 9:56

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>160.00</u>	<u>50.0109</u>
Tract No.2	<u>159.93</u>	<u>49.9891</u>
Tract No.3	<u> </u>	<u> </u>
Tract No.4	<u> </u>	<u> </u>

2019 JUN 27 AM 9:51

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

June 13, 2019
Date

By: Catherine Lebsack
Name: Catherine Lebsack ^{SL}
Title: Vice President ^{rw}

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 13th day of June, 2019, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires

Courtney Thomas
Notary Public

2019 JUN 27 AM 9:51

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

3/6/19
Date

By: [Signature]
Name: Nicholas Holbrook
Title: Pogo Resources, LLC

ACKNOWLEDGEMENT

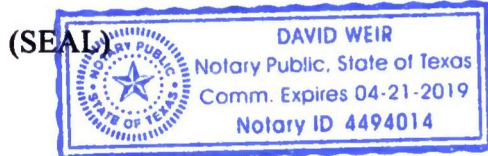
STATE OF Texas)
COUNTY OF Dallas) ss.

On this 6th day of March, 2019, before me, a Notary Public

for the State of Texas, personally

appeared Nicholas Holbrook, known to me to be the

of COO, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.



4/21/2019
My Commission Expires

[Signature]
Notary Public

15:06 AM 27 JUN 2019

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

April 29, 2019
Date

By: TEK Properties, Ltd.

Name: Thomas E. Kelly

Title: TEK Properties LTD

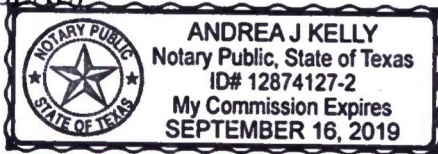
ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Brazos) ss.

On this 26th day of April, 2019, before me, a Notary Public
for the State of Texas, personally

appeared Thomas E. Kelly, known to me to be the
general partner of the TEK Properties LTD.

(SEAL)



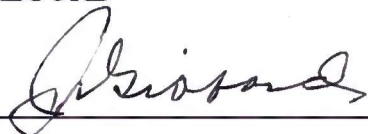
My Commission Expires

Andrea Kelly
Notary Public

2019 JUN 27 AM 9:51

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

Date 3/20/19

By: 

Name: Joe N Gifford

ACKNOWLEDGEMENT

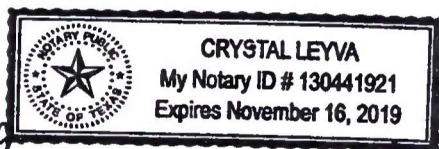
STATE OF Texas)
COUNTY OF Midland) ss.

On this 20th day of February, 2019, before me, a Notary Public
for the State of Texas, personally

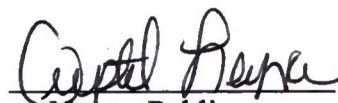
appeared Joe N Gifford, known to me to be the

of _____, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)



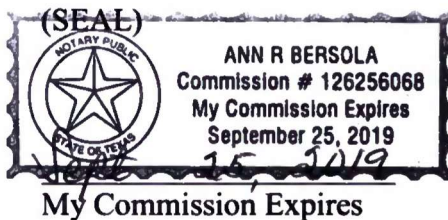
11-16-19
My Commission Expires


Notary Public

2019 JUN 27 AM 9:51

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 05/07/19By: [Signature]Name: TRAVIS WALNE, TRUSTEE
Title: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 7th day of MAY, 2019, before me, a Notary Public
for the State of TEXAS, personally
appeared TRAVIS WALNE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.

Ann R Bersola
Notary Public

2019 JUN 27 AM 9:51

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

4/27/19
Date

By: [Signature]
Name: Otto E Schroeder Jr

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

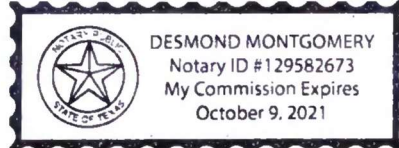
On this 27 day of March, 2019, before me, a Notary Public

for the State of Texas, personally

appeared Otto E Schroeder III, known to me to be the

of Owner, the corporation that executed the foregoing instrument and
acknowledged to me such corporation executed the same.

(SEAL)



10-9-2021
My Commission Expires

[Signature]
Notary Public

2019 JUN 27 AM 9:51

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

4-29-19
Date

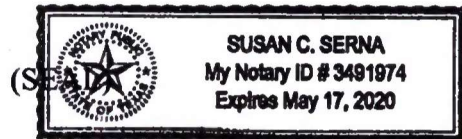
By: Catherine M Grace

Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF Tarrant) ss.

On this 29 day of April, 2019, before me, a Notary Public
for the State of TEXAS, personally appeared Catherine M Grace.



5-17-2020
My Commission Expires

Susan C Serina
Notary Public

2019 JUN 27 AM 9:51

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

4-30-19
Date

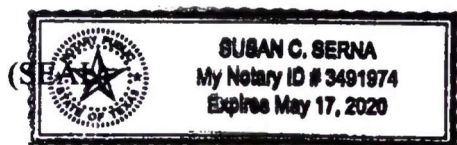
By: *LM Olson*

Name: LM Olson, Trustee
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 30 day of April, 2019, before me, a Notary Public
for the State of Texas, personally
appeared Leonard M Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.



5-17-2020
My Commission Expires

Susan C Serna
Notary Public

2019 JUN 27 AM 9:51

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

5-14-19
Date

By: Nancy S Thomas

Name: Nancy S Thomas

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 14th day of May, 2019, before me, a Notary Public
for the State of Texas, personally appeared Nancy S Thomas.



12-22-19
My Commission Expires

[Signature]
Notary Public

15:06 WA 12 NOV 2019

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

3/26/19
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

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

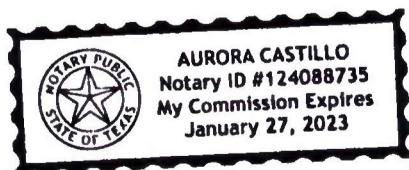
ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, 2019.

Aurora Castillo



Notary Public in and for the State of [Texas]

My Commission expires : January 27, 2023

15:6 AM 27 JUN 2019

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

3/12/19
Date

By: [Signature]

Name: H.L. Tompkins

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

STATE OF [Texas] §

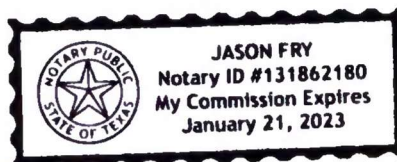
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

[Signature]



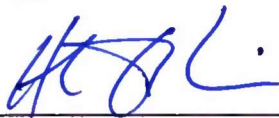
Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

15:6 WA 12 JUN 27

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

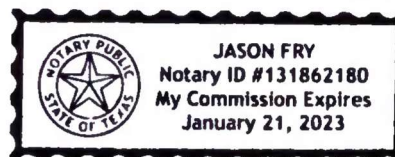
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

15:6 WA 12 NOV 610Z

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

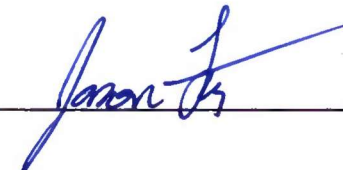
STATE OF [Texas] §

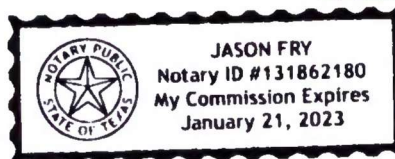
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:51

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

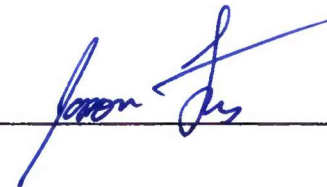
STATE OF [Texas] §

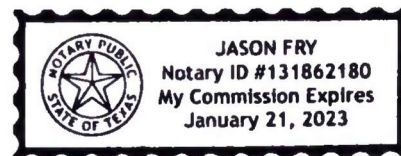
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of
March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:51

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

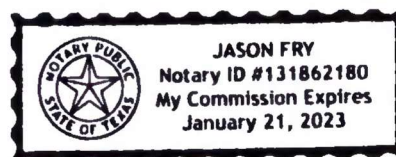
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

15:06 AM 27 JUN 2019

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

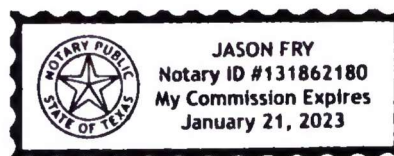
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

15:06 AM 27 JUN 2019

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

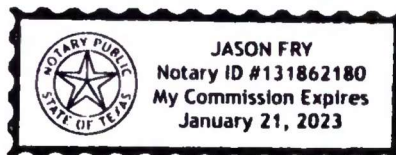
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:51

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

3/12/19
Date

By: [Signature]

Name: H.L. Tompkins

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

STATE OF [Texas] §

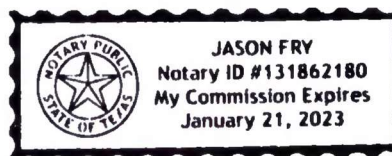
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

[Signature]



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:51

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

3/12/19
Date

By: 

Name: H.L. Tompkins

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

STATE OF [Texas] §

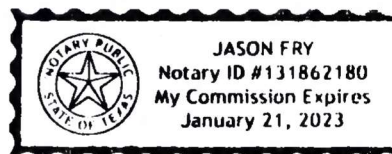
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

2019 JUN 27 AM 9:51

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

3/12/19
Date

By: H.L. Tompkins

Name: H.L. Tompkins

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

STATE OF [Texas] §

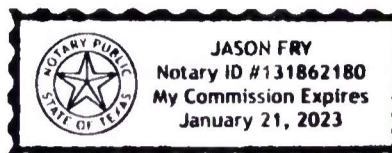
§

COUNTY OF [Dallas] §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March, 2019.

Jason Fry



Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

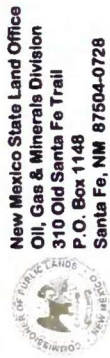
15:6 HV 12 JUN 27 AM 51

neopost[®]

PRIORITY MAIL

03/16/2020

US POSTAGE

\$008.00⁰ZIP 87504
041112203971

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

Devon Energy prod.
333 W. Sheridan Ave.
Oklahoma City, OK 73102
Attn: Kelly Niemeyer



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



In Reply Refer To:

NMNM 140070

3105.2 (9250)

APR 09 2020

Reference:

Communitization Agreement
Aleutian 10-3 Fed Com 214H
Section 3: Lot 1, SENE, E2SE;
Section 10: E2E2.
T. 23 S., R. 31 E., N.M.P.M.
Eddy County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM 140070 involving 159.45 acres of Federal land in lease NMNM 81953; 80 acres of Federal land in lease NMNM 121955; 40 acres of Federal land in lease NMNM 77046; and 40 acres of Federal land in lease NMNM 0405444, which comprise a 319.45-acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bones Spring formation beneath Lot 1, SENE, E2SE of Sec. 3, and E2E2 of Sec. 10, T. 23 S., R. 31 E., NMPM, Eddy County, New Mexico, and is effective February 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

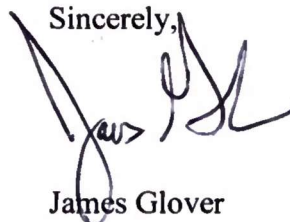
2

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

If you have any questions regarding this approval, please contact Lauren Leib at (505) 954-2234 or email lleib@blm.gov.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Glover', is written over the word 'Sincerely,'.

James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

1 Enclosure:

1 – Communitization Agreement

cc:

Office of Natural Resources Revenue
Via – leases.blm@onrr.gov

New Mexico Oil Conservation Division
Via – leonard.lowe@state.nm.us

New Mexico Taxation & Revenue Processing Division
P.O. Box 2308
Santa Fe, NM 87504

NM92200, J. Serrano
NMP0220, Carlsbad Field Office File Room
NM9250, Case File

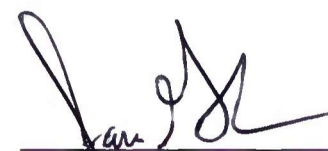
Determination - Approval - Certification

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. 3 and E2E2 of Sec. 10, 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:

APR 09 2020



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

Effective: February 1, 2019

Contract No.: Com. Agr. NMNM 140070

RECEIVED

APR 29 2019

BLM, NMSO
SANTA FE

COMMUNITIZATION AGREEMENT

Federal/Federal

Contract No. NM NM 140070

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

WITNESSETH:

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

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

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

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

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

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

Section 10: E2E2

Section 3: Lot 1, SENE, & E2SE

Eddy County, New Mexico

Containing 319.45 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 February 1, 2019 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect 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.

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: April 10, 2019

By: Catherine Lebsack
Catherine Lebsack, Vice President *sl 20*

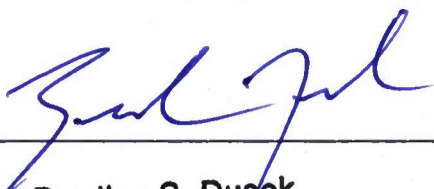
Camterra Resources Partners, Ltd.,
a Texas Limited Partnership
By: Camterra Resources, Inc.,
a Texas Corporation
Its: Managing General Partner
(Record Title and Operating Rights Owner)

Date: _____

By: Zachary Q. Carlile
Zachary Q. Carlile, Chief Executive Officer

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: 3/6/19

By: 

J.B. McCord

Title Bradley S. Dusek

Attorney-in-fact

XTO Holdings, LLC
(Record Title Owner)

Date: _____

By: _____

Title _____

EOG Resources, Inc.
(Record Title Owner)

Date: _____

By: _____

Title _____

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: _____

By: _____

Title _____

XTO Holdings, LLC
(Record Title Owner)

Date: _____

By: Ed S. Ryff *ESR*

Title _____

EOG Resources, Inc.
(Record Title Owner)

Date: _____

By: _____

Title _____

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: _____

By: _____

Title _____

XTO Holdings, LLC
(Record Title Owner)

Date: _____

By: _____

Title _____

EOG Resources, Inc.
(Record Title Owner)

Date: 1/28/19

By:  *AW*
Wendy Dalton

Title Agent & Attorney-In-Fact

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 10th day of April, 2019 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

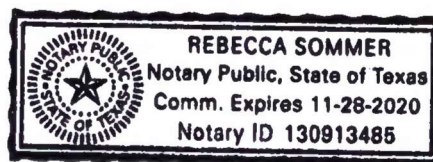
STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 22 day of March, 2019 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 11-28-2020

Rebecca Sommer
 Notary Public

STATE OF _____ §
 §
 COUNTY OF _____ §



The foregoing instrument was acknowledged before me on this _____ day of _____, 2019 by _____, as _____ of Oxy Y-1 Company, on behalf of said company.

My Commission Expires:

 Notary Public

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: _____

 Notary Public

STATE OF TEXAS §
 §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019 by _____, as _____ of Camterra Resources Partners, Ltd., on behalf of said company.

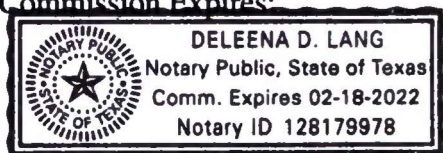
My Commission Expires: _____

 Notary Public

STATE OF Texas §
 §
 COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this 6th day of March, 2019 by Bradley S. Dusek, as Attorney-in-Fact of Oxy Y-1 Company, a New Mexico corporation, on behalf of said corporation.

My Commission Expires: _____



Deleena D. Lang
 Notary Public

STATE OF Texas §
 COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this 18th day of February, 2019 by Edwin S. Ryan Jr., as Vice President of XTO Holdings, LLC, on behalf of said limited liability company.

My Commission Expires:
11-28-2021

Tammy Ekrut
 Notary Public



STATE OF _____ §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019 by _____, as _____ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

 Notary Public

STATE OF _____ §
 COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019 by _____, as _____ of XTO Holdings, 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 28 day of January, 2019 by Wendy Dalton, as Agent and Attorney-In-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires: _____

Kimberly M. Smith
 Notary Public

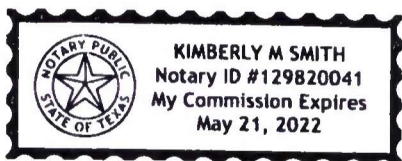


EXHIBIT "A"

To Communitization Agreement dated February 1, 2019 embracing E2E2 of Section 10 and Lot 1, SENE, & E2SE of Section 3, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMMN-0405444
Lease Date:	July 1, 1963
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Lorraine L. Todd
Present Lessee:	XTO Holdings LLC - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers SESE
Number of Acres:	40.0
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. Joe Gifford, et ux Nancy Stallworth Thomas Marital Trust P.A. Allman Trust George M. Allman, III Trust Marilyn M. Allman Trust Jill Allman Manusco Trust Donald C. Allman Trust, dtd 10/26/1968 George Allman, Jr. Trust, dtd 10/26/1968 Mary Elizabeth Schram Trust, dtd 10/26/1968 Margaret Sue Schroeder Trust, dtd 10/26/1968 Michell Allman Grantor Trust, dtd 12/31/1987 Theresa Allman Smith Grantor Trust, dtd 12/31/1987

Nancy S. Thomas
TEK Properties, Ltd.
Otto E. Schroeder, Jr.
Catherine M. Grace
Mary Margaret Olson

Non-Consenting Parties: Schram Family Living Revocable Trust
Estate of Alfred Schram
Mabee Flynt Lease Trust

Name and Percent ORRI Owners: Of Record

Tract No. 2

Lease Serial No.: NMNM-77046

Lease Date: September 1, 1988

Lease Term: 5 Years

Lessor: United States of America

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

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

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

Number of Acres: 40.0

Royalty Rate: 1/8

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

Name and Percent ORRI Owners: Of Record

Tract No. 3

Lease Serial No.: NMNM 121955

Lease Date: May 1, 2009

Lease Term: 10 Years
Lessor: United States of America
Original Lessee: Yates Petroleum Corporation
Present Lessee: Devon Energy Production Company, L.P. – 100.00%

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 10: Insofar and only insofar as said lease covers
E2NE

Number of Acres: 80.0
Royalty Rate: 1/8
Name and Percent WI Owners: Devon Energy Production Company, L.P. – 100.00%
Name and Percent ORRI Owners: Of Record

Tract No. 4

Lease Serial No.: NMNM - 81953
Lease Date: September 1, 1989
Lease Term: 5 years
Lessor: United States of America
Original Lessee: Yates Petroleum Corporation
Present Lessee: EOG Resources, Inc. – 50.00%
Devon Energy Production Co., LP – 43.75%
Camterra Resources Partners, Ltd. – 6.25%
Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
Section 3: Insofar and only insofar as said lease covers
Lot 1, SENE, & E2SE
Number of Acres: 159.45
Royalty Rate: 1/8th
Name and Percent WI Owners: Devon Energy Production Co., LP – 93.75%

Camterra Resources Partners, Ltd. – 6.25%

Name and Percent ORRI Owners: Of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	40.00	12.5215%
Tract No. 2	40.00	12.5215%
Tract No. 3	80.00	25.0431%
<u>Tract No. 4</u>	<u>159.45</u>	<u>49.9139%</u>
	319.45	100.0000%

EXHIBIT "B"

To Communitization Agreement dated February 1, 2019 embracing E2E2 of Section 10 and Lot 1, SENE, & E2SE of Section 3, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico.

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

3	NMNM - 81953 159.45 acres
10	NMNM- 121955 80.0 acres
	NMNM- 77046 40.0 acres
	NMNM- 405444 40.0 acres

Communitized well:

Aleutian 10-3 Fed Com 214H

SHL: 315' FSL & 850' FEL
Section 10-23S-31E, Eddy County, NM
BHL: 300' FNL & 900' FEL
Section 3-23S-31E, Eddy County, NM

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M
E/2 of Section 11 and Lots 1-2, S/2 NE/4, and SE/4 of Section 2
Eddy County, New Mexico

Containing **639.71** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

By: Catherine Schack
Operator/Vice President

7-7-2020
Date

no

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 7th day of July, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/7/22
My Commission Expires



[Signature]
Notary Public

EXHIBIT "A"

To Communitization Agreement dated January 1, 2020, embracing the following described land in the E/2 of Section 11 and Lots 1-2, S/2 NE/4, and SE/4 of Section 2, Township 23 South, Range 31 East, Eddy County, New Mexico

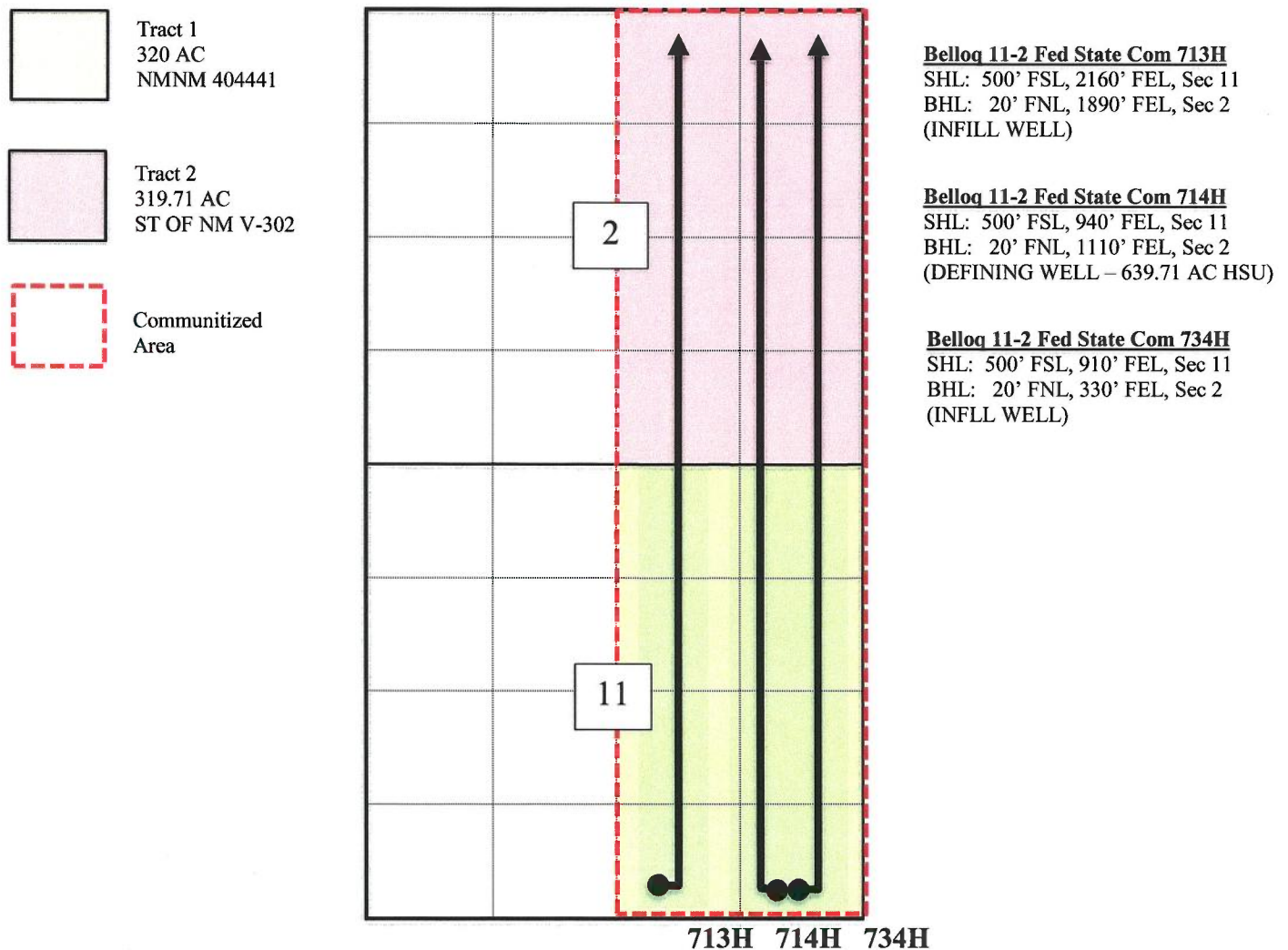


EXHIBIT "B"

To Communitization Agreement dated January 1, 2020, embracing the following described land in the E/2 of Section 11 and Lots 1-2, S/2 NE/4, and SE/4 of Section 2, Township 23 South, Range 31 East, Eddy County, New Mexico

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

Tract No. 1

Lease Serial Number:	NMNM 404441
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 11: E2
Number of Acres:	320.00
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.
Name of ORRI Owner:	DEVON ENERGY PROD CO LP JOE N GIFFORD A G ANDRIKOPOULOS RESOURCE INC CHARLES R WIGGINS GEORGIA B BASS CARGOIL & GAS CO LLC MARGARET A SUMMERFORD ROGERS FIGURE 4 INVESTMENT TRUST SYDHAN LP DON FRANKLIN CDA FAMILY PARTNERSHIP LTD CROW REYNOLDS LTD FIVE TALENTS LTD NURAY K PACE INNERARITY FAMILY MINERALS LLC SANTA ELENA MINERALS IV LP LISA GAIL KARABATSOS MOMENTUM MINERALS OPERATING LP TD MINERALS LLC PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC RONNIE LORENZ
Name of Working Interest Owners:	Devon Energy Production Company, L.P. TEK Properties LTD Joe N Gifford

Northern Bank & Trust, Trustee of the Mary
Patricia Dougherty Trust
Otto E Schroeder Jr
Catherine M Grace
Mary Margaret Olson Trust
The Nancy Stallworth Thomas Marital Trust
Nancy S Thomas
P A Allman Trust
George M Allman III Trust
Marilyn M Allman Trust
Jill Allman Mancuso Trust
Donald C Allman Trust
George Allman Jr Trust
Mary Elizabeth Schram Trust
Margaret Sue Schroeder Trust
Michelle Allman Grantor Trust
Theresa Allman Smith Grantor Trust

Non-Consenting parties under Pooling Order No R-21234: Nancy Thomas
Alfred F Schram Senior Estate
Schram Family Living Revoc Trust
Mabee Flynt Lease Trust

Tract No. 2

Lease Serial Number:	State Lease Number V-302
Description of Land Committed:	Township 23 South, Range 31 East, I.M., Section 2: Lot 1-2, S2NE, & SE
Number of Acres:	319.71
Record Title Owner – Lessee:	Penroc Oil Corporation
Name of ORRI Owners:	CHARLES R WIGGINS CDA FAMILY PARTNERSHIP LTD CROW REYNOLDS LTD FIVE TALENTS LTD NURAY K PACE
Name of Working Interest Owners:	Devon Energy Production Co., LP

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.00227%
2	<u>319.71</u>	<u>49.99773%</u>
Total	639.71	100.00000%

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

7-7-2020
Date

By: Catherine Lebsack

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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 7th day of JULY, 2020, before me, a Notary Public
for the State of OKLAHOMA, personally

appeared Catherine Lebsack, known to me to be the Vice President of
Devon Energy Production Company, L.P., the corporation that executed the foregoing
instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/7/22
My Commission Expires



Kami Carroll
Notary Public

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

June 25, 2020
Date

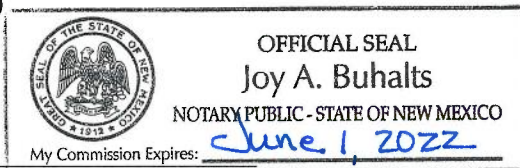
By: [Signature]
Name: M.Y. Merchant
Title: Penroc Oil Corporation

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF LEA) ss.

On this 25th day of June, 2020, before me, a Notary Public
for the State of New Mexico, personally
appeared M.Y. Merchant, known to me to be
the President of Penroc Oil Corporation.

(SEAL)



My Commission Expires

Joy A Buhalts
Notary Public

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

April 14, 2020
Date

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

ACKNOWLEDGEMENT

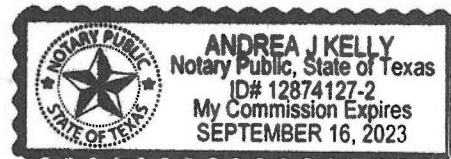
STATE OF TX)
COUNTY OF Braun) ss.

On this 14th day of April, 2020, before me, a Notary Public
for the State of Texas, personally
appeared Thomas E. Kelly, known to me to be the
General Partner of TEK Properties LTD.

(SEAL)

9-16-23
My Commission Expires

Andrea Kelly
Notary Public



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

4/14/20
Date

By: [Signature]

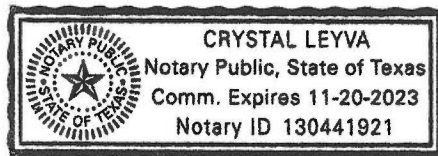
Name: Joe N Gifford

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland) ss.

On this 14th day of April, 2020, before me, a Notary Public
for the State of Texas, personally appeared Joe N Gifford.

(SEAL)

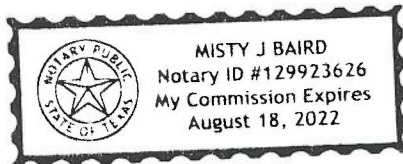


11-20-2023
My Commission Expires

[Signature]
Notary Public

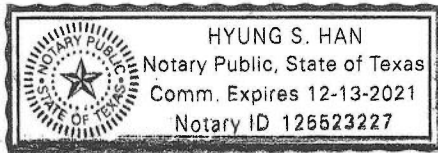
**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 2/28/20By: [Signature]Name: TRAVIS WALNE
Title: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
COUNTY OF DALLAS) ss.On this 28th day of FEBRUARY, 2020, before me, a Notary Public
for the State of TEXAS, personallyappeared TRAVIS WALNE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.

(SEAL)

Aug 18, 2022
My Commission Expires[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 7/2/2020By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Otto Eugene Schroeder, Jr.**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Dallas) ss.On this 2nd day of July, 2020, before me, a Notary Publicfor the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Otto Eugene Schroeder, Jr.

(SEAL)

12/13/2021
My Commission Expires[Signature]
Notary Public

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

4-14-2020
Date

By: Catherine M Grace

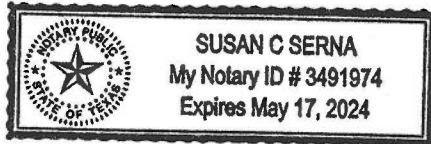
Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of April, 2020, before me, a Notary Public
for the State of TEXAS, personally appeared Catherine M Grace.

(SEAL)



5-17-2024
My Commission Expires

Susan C Serna
Notary Public

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

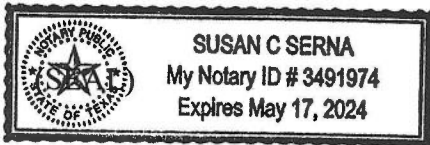
4-14-2020
Date

By: LM Olson
Name: LM Olson, Trustee
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of April, 2020, before me, a Notary Public
for the State of Texas, personally
appeared LM Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.



5-17-2024
My Commission Expires

Susan C Serna
Notary Public

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

Title: Nancy Stallworth Thomas Marital Trust
JPMorgan Chase Bank, N.A. Co-Trustee
Alicia M. Surratt, Executive Director

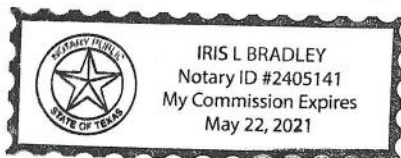
ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020





Notary Public in and for the State of [Texas]

My Commission expires : 5-22-2021

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

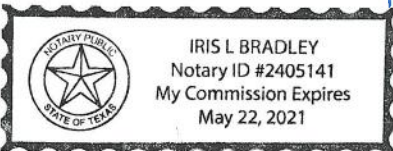
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.

Notary Public in and for the State of Texas

My Commission expires 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: Alicia M. Surratt

Name: Alicia M. Surratt

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

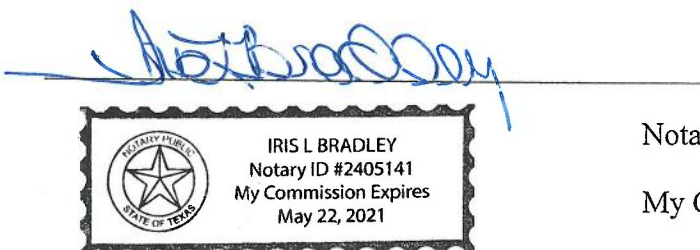
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

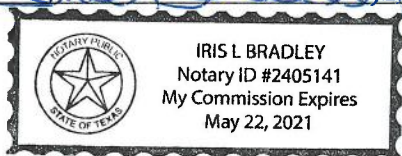
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

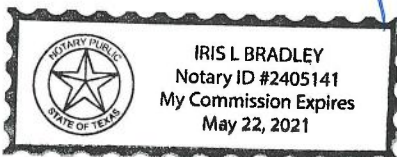
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: Alicia M. Surratt

Name: Alicia M. Surratt

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

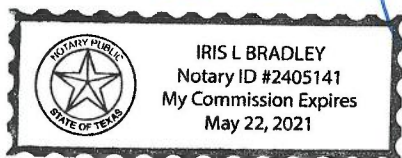
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

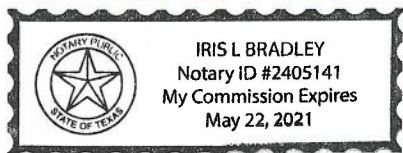
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

Title: Margaret Sue Schroeder Trust
JPMorgan Chase Bank, N.A, Trustee
Alicia M. Surratt, Executive Director

STATE OF TEXAS §

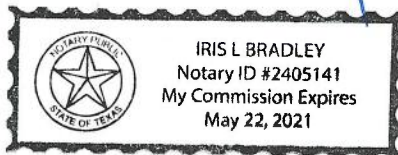
§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.





Notary Public in and for the State of Texas

My Commission expires 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

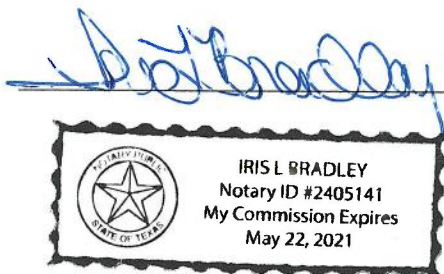
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

STATE OF TEXAS §

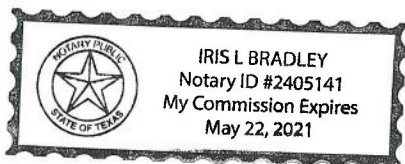
§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.





Notary Public in and for the State of Texas

My Commission expires 5-22-2021

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

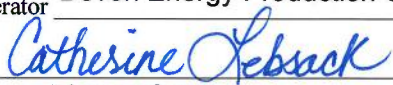
Subdivisions E2 of Section 11 & Lots 1-2, S2NE, SE of Section 2,
Sect 11 & 2, T 23S, R 31E, NMPM Eddy County NM
containing 639.71 acres, more or less, and this agreement shall include only the
Wolfcamp Formation
underlying said lands and the Oil and Gas (hereinafter
referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1st 2020 Month 1st Day, 2020 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator	Devon Energy Production Co., L.P.	Lessees of Record	Penroc Oil Corporation
By			
	Print name of person		
	Catherine Lebsack, Vice President		
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

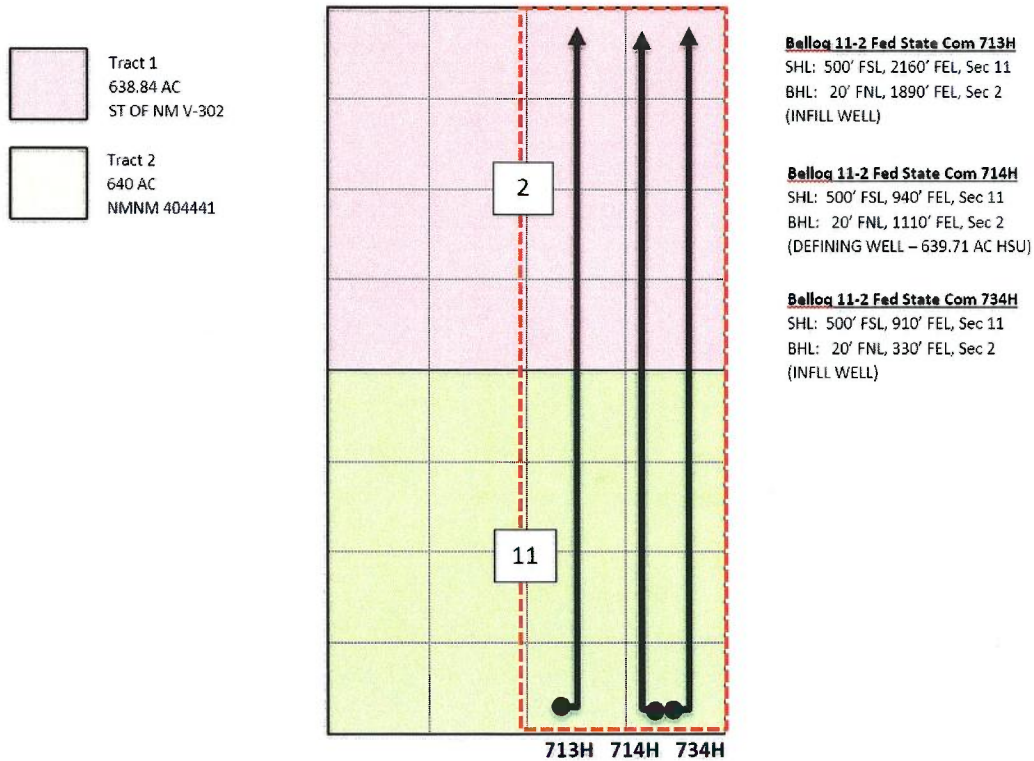
EXHIBIT A

To Communitization Agreement dated January 1, 2020

Plat of communitized area covering the:

Subdivisions E2 of Section 11 & Lots 1-2, S2NE, SE of Section 2,

of Sect. 11 & 2, T23S, R31E, NMPM, Eddy County, NM.



Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of OKLAHOMA)County of OKLAHOMA) SS)This instrument was acknowledged before me on 7/7/2020

DATE

By CATHERINE LeBACK

Name(s) of Person(s)

as Vice President of Devon Energy Production, Company, L.P.

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

_____
Signature of Notarial OfficerMy commission expires: 8/7/22

EXHIBIT B

To Communitization Agreement dated January 1, 2020, embracing the
 Subdivisions E2 of Section 11 & Lots 1-2, S2NE, SE of Section 2
 of Section 11 & 2, T 23S, R 31E, N.M.P.M., Eddy County, NM

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

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: NMNM 404441
 Lease Date: 7/1/1963
 Lease Term: 10 years
 Lessor: United States of America
 Original Lessee: Marathon Oil Corporation
 Present Lessee: Devon Energy Production Co. LP
 Description of Land Committed: Subdivisions E2,
 Sect 11, Twp 23S, Rng 31E NMPM, Eddy County, NM
 Number of Acres: 320.00
 Royalty Rate: 12.5%
 Name and Percent ORRI Owners: Of Record
 Name and Percent WI Owners: Devon Energy Production Co., LP - 99.05937%

TRACT NO. 2

Lease Serial No.: V-302
 Lease Date: 2/1/1981
 Lease Term: 5 years
 Lessor: State of New Mexico
 Original Lessee: The Superior Oil Company
 Present Lessee: Devon Energy Production Co., LP
 Description of Land Committed: Subdivisions Lots 1-2, S2NE & SE,
 Sect 2, Twp 23S, Rng 31E, NMPM, Eddy County, NM
 Number of Acres: 319.71
 Royalty Rate: 16.66%
 Name and Percent ORRI Owners: Of Record
 Name and Percent WI Owners: Devon Energy Production Co., LP - 100%

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>320.00</u>	<u>50.00227%</u>
Tract No.2	<u>319.71</u>	<u>49.99773%</u>
Tract No.3	<u> </u>	<u> </u>
Tract No.4	<u> </u>	<u> </u>

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

7-7-2020
Date

By: Catherine Lebsack

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

JP

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 7th day of JULY, 2020, before me, a Notary Public
for the State of OKLAHOMA, personally

appeared Catherine Lebsack, known to me to be the Vice President of
Devon Energy Production Company, L.P., the corporation that executed the foregoing
instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/7/22
My Commission Expires



[Signature]
Notary Public

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

June 25, 2020
Date

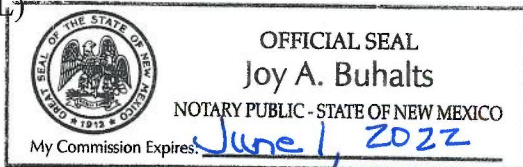
By: M. Y. Merchant
Name: M. Y. Merchant
Title: Penroc Oil Corporation

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF LEA) ss.

On this 25th day of June, 2020, before me, a Notary Public
for the State of New Mexico, personally
appeared M. Y. Merchant, known to me to be
the President of Penroc Oil Corporation.

(SEAL)



My Commission Expires

Joy A. Buhalts
Notary Public

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

April 14, 2020
Date

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

ACKNOWLEDGEMENT

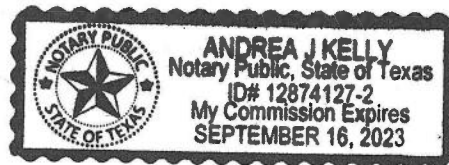
STATE OF TX)
COUNTY OF Brazos) ss.

On this 14th day of April, 2020, before me, a Notary Public
for the State of Texas, personally
appeared Thomas E. Kelly, known to me to be the
General Partner of TEK Properties LTD.

(SEAL)

9-16-23
My Commission Expires

Andrea Kelly
Notary Public



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

4/14/20
Date

By: [Signature]

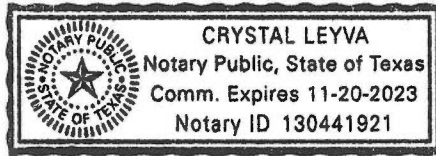
Name: Joe N Gifford

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland) ss.

On this 14th day of April, 2020, before me, a Notary Public
for the State of Texas, personally appeared Joe N Gifford.

(SEAL)



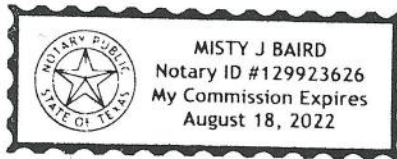
11-20-2023
My Commission Expires

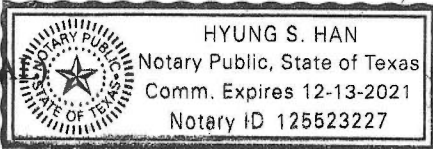
[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 2/28/20By: [Signature]Name: TRAVIS WALKE
Title: Mary Patricia Dougherty Trust**ACKNOWLEDGEMENT**STATE OF TEXAS)
COUNTY OF DALLAS) ss.

On this 28th day of FEBRUARY, 2020, before me, a Notary Public
for the State of TEXAS, personally
appeared TRAVIS WALKE, known to me to be
the TRUSTEE of the Mary Patricia Dougherty Trust.

(SEAL)

Aug. 18, 2022
My Commission Expires[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**Date 7/2/2020By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Otto Eugene Schroeder, Jr.**ACKNOWLEDGEMENT**STATE OF Texas)
COUNTY OF Dallas) ss.On this 2nd day of July, 2020, before me, a Notary Publicfor the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Otto Eugene Schroeder, Jr.(SEAL)  HYUNG S. HAN
Notary Public, State of Texas
Comm. Expires 12-13-2021
Notary ID 12552322712/13/2021
My Commission Expires[Signature]
Notary Public

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

4/14-2020
Date

By: Catherine M Grace

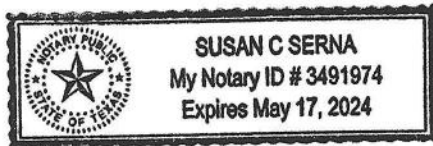
Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of April, 2020, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5/17/2024
My Commission Expires

Susan C Serna
Notary Public

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

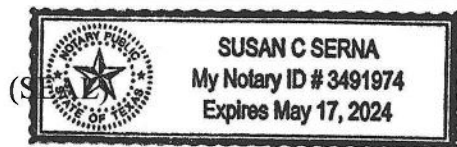
4-14-2020
Date

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

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of April, 2020, before me, a Notary Public
for the State of Texas, personally
appeared LM Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.



5-17-2024
My Commission Expires

[Signature]
Notary Public

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

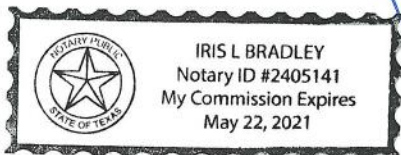
Title: Nancy Stallworth Thomas Marital Trust
JPMorgan Chase Bank, N.A. Co-Trustee
Alicia M. Surratt, Executive Director

ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020



Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

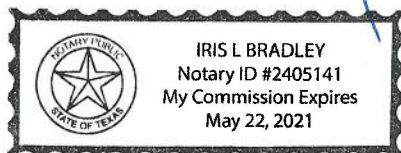
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

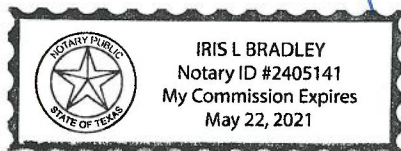
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

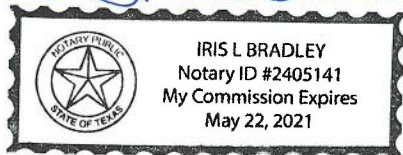
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

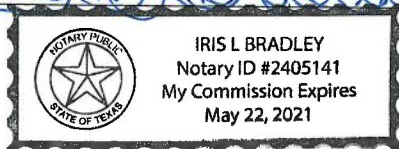
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

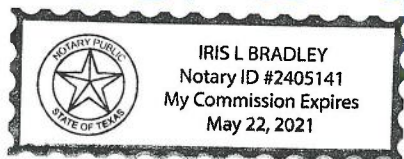
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.




Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

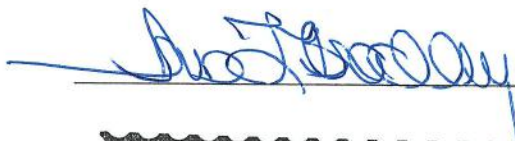
STATE OF TEXAS §

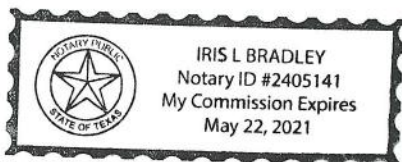
§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.





Notary Public in and for the State of Texas

My Commission expires: 

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

STATE OF TEXAS §

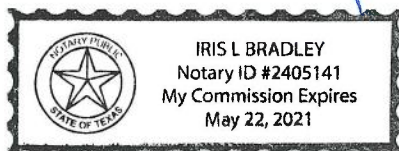
§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.





Notary Public in and for the State of Texas

My Commission expires: 5/22/2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

Title: Margaret Sue Schroeder Trust
JPMorgan Chase Bank, N.A. Trustee
Alicia M. Surratt, Executive Director

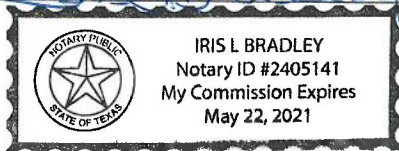
STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.

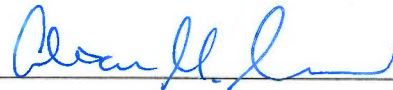


Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

/WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.



Notary Public in and for the State of Texas

My Commission expires 5-22-2021

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

5/08/2020
Date

By: 

Name: Alicia M. Surratt

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

STATE OF TEXAS §

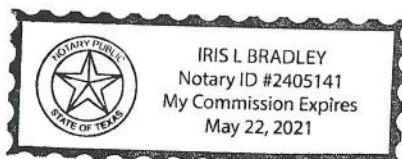
§

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of May, 2020.





Notary Public in and for the State of Texas

My Commission expires: 5-22-2021

From: [Engineer, OCD, EMNRD](#)
To: [Harms, Jenny](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Holm, Anchor E.](#); [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-732
Date: Friday, June 11, 2021 2:03:33 PM
Attachments: [PLC732 Order.pdf](#)

NMOCD has issued Administrative Order PLC-732 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-015-45277	Belloq 11 2 Fed State Com #231H	M-11-23S-31E	39350
30-015-45276	Belloq 11 2 Fed State Com #223H	P-11-23S-31E	39350
30-015-45278	Belloq 11 2 Fed State Com #234H	P-11-23S-31E	39350
30-015-45275	Belloq 11 Fed #222H	M-11-23S-31E	39350
30-015-45570	Aleutian 10 3 Fed Com #214H	P-10-23S-31E	39350
30-015-46705	Belloq 11 2 Fed State Com #514H	P-11-23S-31E	39350
30-015-46759	Belloq 11 2 Fed State Com #613H	O-11-23S-31E	98123
30-015-46757	Belloq 11 2 Fed State Com #713H	O-11-23S-31E	98123
30-015-46764	Belloq 11 2 Fed State Com #714H	P-11-23S-31E	98123
30-015-46756	Belloq 11 2 Fed State Com #734H	P-11-23S-31E	98123

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

State of New Mexico
Energy, Minerals and Natural Resources Department

Notice

Order: **PLC-732**

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

Publication Date:

Date Sent:

Noticed Persons

Date	Person	Certified Tracking Number	Status
	DOUGLAS ABELL DENTON	9414 8149 0152 7181 9001 34	Unknown
	TEK PROPERTIES LTD % THOMAS E KELLY	9414 8149 0152 7181 9001 72	Unknown
	MARY MARGARET OLSON TRUST LEONARD M OLSON	9414 8149 0152 7181 9001 96	Unknown
	CHARLES R WIGGINS	9414 8149 0152 7181 9002 19	Returned
2/11/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181 9002 88	Returned
	SYDHAN LP	9414 8149 0152 7181 9003 32	Unknown
1/19/2021	DON FRANKLIN	9414 8149 0152 7181 9003 49	Returned
1/7/2021	CROW REYNOLDS LTD	9414 8149 0152 7181 9003 63	Unknown
	INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181 9003 94	Returned
1/7/2021	TD MINERALS LLC	9414 8149 0152 7181 9004 00	Unknown
1/7/2021	SANTA ELENA MINERALS IV LP	9414 8149 0152 7181 9005 54	Unknown
2/3/2021	RONNIE LORENZ	9414 8149 0152 7181 9006 15	Returned
1/7/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL	9414 8149 0152 7181 9006 22	Unknown
1/13/2021	MABEE FLYNT LEASE TRUST	9414 8149 0152 7181 9001 10	Delivered
1/19/2021	JOE N GIFFORD	9414 8149 0152 7181 9001 27	Delivered
1/12/2021	MARY PATRICIA DOUGHERTY TRUST NORTHERN E	9414 8149 0152 7181 9001 41	Delivered
1/13/2021	MARY PATRICIA DOUGHERTY TRUST C/O NORTHE	9414 8149 0152 7181 9001 58	Delivered
1/11/2021	CAMTERRA RESOURCES PTNRS LTD ATTN ACCOUNT	9414 8149 0152 7181 9001 65	Delivered
1/12/2021	A G ANDRIKOPOULOS RESOURCE INC	9414 8149 0152 7181 9001 89	Delivered
1/14/2021	RICHARD DONALD JONES JR	9414 8149 0152 7181 9002 02	Delivered
1/12/2021	GEORGIA B BASS	9414 8149 0152 7181 9002 26	Delivered
1/12/2021	CARGOIL & GAS CO LLC CAROLYN L SHOGRIN REV	9414 8149 0152 7181 9002 33	Delivered
1/13/2021	JADT MINERALS LTD	9414 8149 0152 7181 9002 40	Delivered
1/12/2021	PATRICIA BOYLE YOUNG	9414 8149 0152 7181 9002 57	Delivered
1/12/2021	MARGARET A SUMMERFORD ROGERS SCOTT SUN	9414 8149 0152 7181 9002 64	Delivered
1/13/2021	BALONEY FEATHERS LTD BY ELK MOUNTAIN HOLD	9414 8149 0152 7181 9002 71	Delivered
1/27/2021	SOURCE ROCK MINERALS LP	9414 8149 0152 7181 9002 95	Delivered
1/12/2021	ONRR ROYALTY MANAGEMENT PROGRAM	9414 8149 0152 7181 9003 01	Delivered
1/13/2021	STATE OF NEW MEXICO COMMISSION OF PUBLIC	9414 8149 0152 7181 9003 18	Delivered
1/11/2021	LORRAINE L JOHNSON FAMILY TRUST FARMERS N	9414 8149 0152 7181 9003 25	Delivered
1/15/2021	CDA FAMILY PARTNERSHIP LTD	9414 8149 0152 7181 9003 56	Delivered
1/13/2021	FIVE TALENTS LTD ATTN MARK DOERING	9414 8149 0152 7181 9003 70	Delivered
1/14/2021	NURAY K PACE	9414 8149 0152 7181 9003 87	Delivered
1/12/2021	NANCY STALLWORTH THOMAS MARITAL TRUST JI	9414 8149 0152 7181 9004 17	Delivered
1/15/2021	NANCY S THOMAS	9414 8149 0152 7181 9004 24	Delivered
1/12/2021	P A ALLMAN TRUST PHYLLIS ANNE ALLMAN TTEE	9414 8149 0152 7181 9004 31	Delivered
1/12/2021	GEORGE M ALLMAN III TRUST GEORGE MARTIN A	9414 8149 0152 7181 9004 48	Delivered

1/12/2021	MARILYN M ALLMAN TRUST MARILYN MARIE ALL	9414 8149 0152 7181 9004 55	Delivered
1/12/2021	JILL ALLMAN MANCUSO TRUST JILL ALLMAN MAN	9414 8149 0152 7181 9004 62	Delivered
1/12/2021	DONALD C ALLMAN TRUST UA DATED 10-26-68 JP	9414 8149 0152 7181 9004 79	Delivered
1/12/2021	GEORGE ALLMAN JR TRUST UA DTD 10-26-68 JPM	9414 8149 0152 7181 9004 86	Delivered
1/12/2021	MARY ELIZABETH SCHRAM TRUST UA DTD 10-26-68	9414 8149 0152 7181 9004 93	Delivered
1/12/2021	MARGARET SUE SCHROEDER TRUST UA DTD 10-26-68	9414 8149 0152 7181 9005 09	Delivered
1/12/2021	MICHELLE ALLMAN GRANTOR TRUST UA DTD 12-31-68	9414 8149 0152 7181 9005 16	Delivered
1/12/2021	THERESA ALLMAN SMITH GRANTOR TRUST UA DT	9414 8149 0152 7181 9005 23	Delivered
1/14/2021	ALFRED F SCHRAM SR ESTATE C/O MARGARET E F	9414 8149 0152 7181 9005 30	Delivered
1/13/2021	SCHRAM FAMILY LIVING REVOCABLE TRUST C/O M	9414 8149 0152 7181 9005 47	Delivered
1/12/2021	PEGASUS RESOURCES LLC	9414 8149 0152 7181 9005 61	Delivered
1/27/2021	KIMBELL ROYALTY HOLDINGS LLC % DUNCAN MAI	9414 8149 0152 7181 9005 78	Delivered
1/12/2021	MCMULLEN MINERALS LLC	9414 8149 0152 7181 9005 85	Delivered
1/20/2021	LISA GAIL KARABATSOS	9414 8149 0152 7181 9005 92	Delivered
1/12/2021	MOMENTUM MINERALS OPERATING LP	9414 8149 0152 7181 9006 08	Delivered
1/13/2021	PATRICIA BOYLE YOUNG MGMT TRUST FIRST NAT	9414 8149 0152 7181 9006 39	Delivered
1/11/2021	CATHERINE GRACE REVOCABLE TR DEC 4 SUSAN S	9414 8149 0152 7181 9006 46	Delivered
1/14/2021	OTTO & DORIS SCHROEDER FAMILY TR OTTO E SC	9414 8149 0152 7181 9006 53	Delivered
Notice sent out on 2/26/21			
2/27/2021	DOUGLAS ABELL DENTON	9479 2335 7771	Delivered
3/1/2021	TEK PROPERTIES LTD % THOMAS E KELLY	9479 2335 7782	Delivered
3/1/2021	MARY MARGARET OLSON TRUST LEONARD M OLSON	9479 2335 7793	Delivered
3/18/2021	CHARLES R WIGGINS	9414814901527181914315	Delivered
3/6/2021	SYDHAN LP	9414814901527181914322	Delivered
3/1/2021	CROW REYNOLDS LTD	9479 2335 7808	Delivered
	INNERARITY FAMILY MINERALS LLC	9414814901527181914339	Returned
3/1/2021	TD MINERALS LLC	9479 2335 7819	Delivered
	SANTA ELENA MINERALS IV LP	9414814901527181914346	Returned
3/1/2021	RONNIE LORENZ	9479 2335 7820	Delivered
3/1/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL	9479 2335 7830	Delivered
Notice sent out on 3/29/21			
4/1/2021	CHARLES R WIGGINS	9405509898642662516520	Delivered
4/1/2021	SYDHAN LP	9405509898642045116620	Delivered
4/1/2021	INNERARITY FAMILY MINERALS LLC	9405509898642662518142	Delivered
4/1/2021	SANTA ELENA MINERALS IV LP	9405509898642045119935	Delivered
Notice sent out on 5/17/21			
5/21/2021	FIGURE 4 INVESTMENT TRUST	9405509898642068366835	Delivered
5/21/2021	DON FRANKLIN	9405509898642068396412	Delivered

**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-732

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 and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
4. To the extent that ownership is diverse, 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.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. 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.
7. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the leases to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

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

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
11. 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) and (C)(4)(h) NMAC.
12. 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 and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.
2. This Order supersedes Order CTB-953.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
4. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
5. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
7. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to

19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.

9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
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 shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

AS/dm

DATE: 6/11/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-732

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Belloq 11 Central Tank Battery 1

Central Tank Battery Location (NMPM): Unit M, Section 11, Township 23 South, Range 31 East

Gas Custody Transfer Meter Location (NMPM): Unit M, Section 11, Township 23 South, Range 31 East

Pools

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

Leases as defined in 19.15.12.7(C) NMAC

Lease	Location (NMPM)
CA BS NMNM 140383	W/2 E/2 W/2 E/2 Sec 11-T23S-R31E Sec 2-T23S-R31E
CA BS NMNM 140384	W/2 W/2 W/2 W/2 Sec 11-T23S-R31E Sec 2-T23S-R31E
CA BS NMNM 140385	E/2 E/2 E/2 E/2 Sec 11-T23S-R31E Sec 2-T23S-R31E
CA BS NMNM 140070	E/2 E/2 E/2 E/2 Sec 10-T23S-R31E Sec 3-T23S-R31E
NMNM 404441	E/2 W/2 Sec 11-T23S-R31E
NMNM 404441	E/2 Sec 11-T23S-R31E
VO 3028	E/2 Sec 2-T23S-R31E

Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-015-45277	Belloq 11 2 Fed State Com #231H	M-11-23S-31E	39350	
30-015-45276	Belloq 11 2 Fed State Com #223H	P-11-23S-31E	39350	
30-015-45278	Belloq 11 2 Fed State Com #234H	P-11-23S-31E	39350	
30-015-45275	Belloq 11 Fed #222H	M-11-23S-31E	39350	
30-015-45570	Aleutian 10 3 Fed Com #214H	P-10-23S-31E	39350	
30-015-46705	Belloq 11 2 Fed State Com #514H	P-11-23S-31E	39350	
30-015-46759	Belloq 11 2 Fed State Com #613H	O-11-23S-31E	98123	
30-015-46757	Belloq 11 2 Fed State Com #713H	O-11-23S-31E	98123	
30-015-46764	Belloq 11 2 Fed State Com #714H	P-11-23S-31E	98123	
30-015-46756	Belloq 11 2 Fed State Com #734H	P-11-23S-31E	98123	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-732

Operator: Devon Energy Production Company, LP (6137)

Pooled Areas

Pooled Area	Location (NMPM)		Acres	Pooled Area ID
CA WC BLM	E/2	Sec 11-T23S-R31E	639.71	A
	E/2	Sec 2-T23S-R31E		
CA BS BLM	E/2	Sec 11-T23S-R31E	639.71	B
	E/2	Sec 2-T23S-R31E		

Leases Comprising Pooled Areas

Lease	Location (NMPM)		Acres	Pooled Area ID
NMNM 404441	E/2	Sec 11-T23S-R31E	320	A
VO 3028	E/2	Sec 2-T23S-R31E	319.71	A
NMNM 404441	E/2	Sec 11-T23S-R31E	320	B
VO 3028	E/2	Sec 2-T23S-R31E	319.71	B

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 14528

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 14528
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.	6/11/2021