



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

July 22, 2025

Leonard Lowe
Engineering
New Mexico Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive Santa Fe, New Mexico 87505
(505) 476-3471

Re: Hognose Viper 23 CTB 1
Sec.-T-R: 23-23S-33E
County: Lea Co., New Mexico
Wells: HOGNOSE VIPER FEDERAL COM 601H, HOGNOSE VIPER FEDERAL COM 602H, HOGNOSE VIPER FEDERAL COM 702H
Lease: Lease NMNM-105398228, NMNM105392238, VB 17890001
Agreements: NMNM106723854, NMNM106723864, NMNM106723857
Pool: [59900] TRIPLE X;BONE SPRING ; [5150] BELL LAKE;BONE SPRING, NORTH [5170] BELL LAKE;WOLFCAMP, NORTH ; [7330] BRINNINSTOOL;WOLFCAMP

Dear Mr. Lowe:

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

The working interest, royalty interest and overriding royalty interest owners are identical.

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

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

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

Sincerely,

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

Rebecca Deal
Regulatory Compliance Professional

Enclosures

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: HOGNOSE VIPER FEDERAL COM Wells - Multiple - See Attached **API:** Multiple - See Attached
Pool: TRIPLE X;BONE SPRING ; BELL LAKE;BONE SPRING, NORTH **Pool Code:** 59900, 5150
BELL LAKE;WOLFCAMP, NORTH ; BRINNINSTOOL;WOLFCAMP 5170 ,7330

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.

7/22/2025

Date

Rebecca Deal

Print or Type Name

405-228-8429

Phone Number

Rebecca Deal

Signature

rebecca.deal@dvn.com

e-mail Address

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

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

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

(A) POOL COMMINGLING

Please attach sheets with the following information

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

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

(B) LEASE COMMINGLING

Please attach sheets with the following information

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

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Analyst DATE: 7/22/2025
TYPE OR PRINT NAME Rebecca Deal TELEPHONE NO.: 405-228-8429
E-MAIL ADDRESS: Rebecca.deal@dmn.com

Office
 District I – (575) 393-6161
 1625 N. French Dr., Hobbs, NM 88240
 District II – (575) 748-1283
 811 S. First St., Artesia, NM 88210
 District III – (505) 334-6178
 1000 Rio Brazos Rd., Aztec, NM 87410
 District IV – (505) 476-3460
 1220 S. St. Francis Dr., Santa Fe, NM
 87505

State of New Mexico
 Energy, Minerals and Natural Resources

Form C-103
 Revised July 18, 2013

OIL CONSERVATION DIVISION
 1220 South St. Francis Dr.
 Santa Fe, NM 87505

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO. 30-025-52761 (Multiple)
1. Type of Well: Oil Well ☒ Gas Well ☐ Other ☐		5. Indicate Type of Lease STATE ☐ FEE ☐
2. Name of Operator Devon Energy Production Co. LP		6. State Oil & Gas Lease No.
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102		7. Lease Name or Unit Agreement Name HOGNOSE VIPER FEDERAL COM
4. Well Location Unit Letter <u>D</u> : <u>540</u> feet from the <u>North</u> line and <u>498</u> feet from the <u>West</u> line Section <u>23</u> Township <u>23S</u> Range <u>33E</u> NMPM <u>Lea</u> County		8. Well Number 601H (Multiple)
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3702.3'		9. OGRID Number 6137
		10. Pool name or Wildcat WC-025 G-08 S263412K;BONE SPRING

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK ☐	PLUG AND ABANDON ☐	REMEDIAL WORK ☐	ALTERING CASING ☐
TEMPORARILY ABANDON ☐	CHANGE PLANS ☐	COMMENCE DRILLING OPNS. ☐	P AND A ☐
PULL OR ALTER CASING ☐	MULTIPLE COMPL ☐	CASING/CEMENT JOB ☐	
DOWNHOLE COMMINGLE ☐			
CLOSED-LOOP SYSTEM ☐			
OTHER: Surface Commingle ☒		OTHER: ☐	

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Devon Energy respectfully requests approval for Lease/Pool Commingling at the HOGNOSE VIPER 23 CTB 1. This is application is necessary due to multiple pools and Communitization Agreements & Lease. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find the included commingle application for the Central Tank Battery of the HOGNOSE VIPER FEDERAL COM 601H, HOGNOSE VIPER FEDERAL COM 602H, HOGNOSE VIPER FEDERAL COM 702H wells.

Spud Date:

Rig Release Date:

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 7/22/2025

Type or print name Rebecca Deal E-mail address: rebecca.deal@dvn.com PHONE: 405-228-8429

For State Use Only

APPROVED BY: _____ TITLE _____ DATE _____

Conditions of Approval (if any):

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

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

Proposal for HOGNOSE VIPER 23 CTB 1

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

Lease NMNM-105398228 (12.5%), NMNM-105392238, VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 601H	30-025-52761	D-23-23S-33E - 540 FNL & 498 FWL	[59900] TRIPLE X;BONE SPRING ; [5150] BELL LAKE;BONE SPRING, NORTH

Lease USA NMNM-121489 (12.5%), USA NMNM-126495(12.5%), VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 602H	30-025-52762	D-23-23S-33E - 540 FNL & 1228 FWL	[59900] TRIPLE X;BONE SPRING ; [5150] BELL LAKE;BONE SPRING, NORTH

Lease USA NMNM-121489 (12.5%), USA NMNM-126495(12.5%), VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 702H	30-025-52764	D-23-23S-33E - 540 FNL & 1168 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH ; [7330] BRINNINSTOOL;WOLFCAMP

Oil & Gas metering:

The Hognose Viper 23 CTB 1 central tank battery is in the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section 23, Township 23 South, Range 33 East, in Lea County in the State of New Mexico.

Each well flows to its own 3-Phase Separator where the full well stream is separated into independent gas, oil, and water streams.

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

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases with a common "Oil Train" designation. Each combined "Oil Train" stream flows into a separate Heater Treater for further conditioning and then into their respective oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment. All "Oil Trains" are then commingled into a single gathering line downstream of the LACT units.

Flash gas from oil conditioning and from the water and oil tanks is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

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

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

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

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

Well Name	Oil Train	Individual Meters		
		Gas FMP	Oil Allocation	Water Allocation
HOGNOSE VIPER FED COM 602H	2	DVN / *	DVN / *	DVN / *
HOGNOSE VIPER FED COM 601H	2	DVN / *	DVN / *	DVN / *
HOGNOSE VIPER FED COM 702H	2	DVN / *	DVN / *	DVN / *
	Common Meters			
VRU Allocation	DVN / *			
Gas	DVN / *			
Oil Train 2 FMP	ENTERPRISE / *			

Meter Owner / Serial Number:

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

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

Process and Flow Descriptions:

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

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

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 are identical. See Common Ownership Letter (see attached). NMOC Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

Additional information:

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). Please reference page 1.
3. A proposed allocation agreement (including allocation of produced water) that includes:
Information provided on Allocation Methodology Attachment.
 - a. An allocation methodology
 - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
 - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:

- i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2–2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2–2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.

Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.

- d. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved)
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes: Please see Lease Map

- a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
 - b. The location of all existing or planned facilities
 - c. The location of all wells (including API numbers) that are in the proposed CAA
 - d. Any piping that will be included in the CAA
 - e. The location of all existing or proposed FMPs
5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.
 - i. Completion Report will provide well test.
6. Gas analysis - not required operator is applying for a CAA under 3173.14(a)(1))
7. A statement on whether the location of the FMP is on lease or off lease.
 - a. On lease FMP: Location is considered to be on lease due to one of the producing leases/CA's/PA's included in the commingle application.
8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations.
 - a. There is not any additional surface disturbance for this location.
9. Any additional documentation that would be required under 3174.15 (f—i) relating to surface use or right of way grant applications
 - a. There are not any additional right of way grant applications for this location.

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

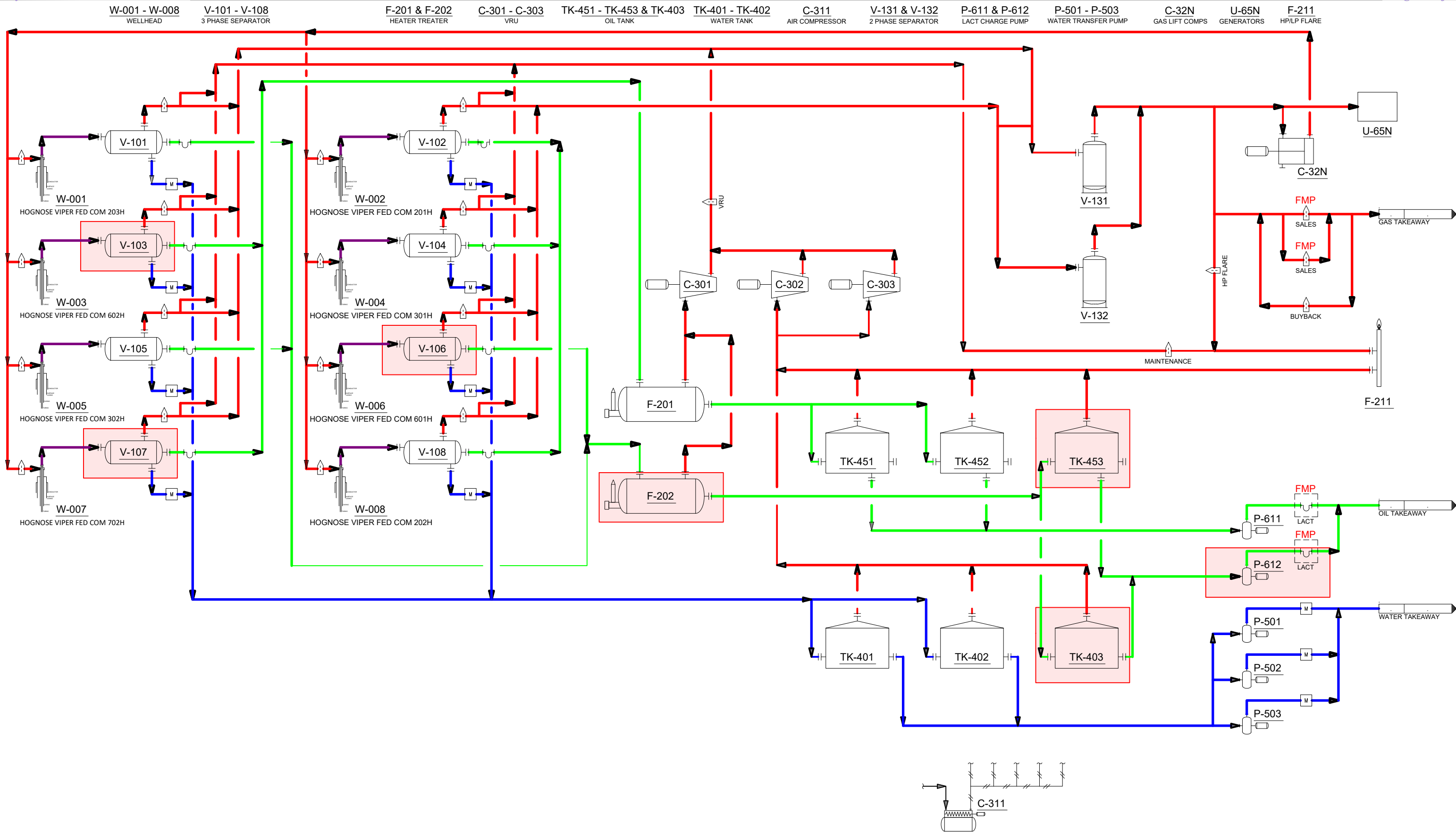
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

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

WATER ALLOCATION

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

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



NOTES:

	ORIFICE METER		GAS		FULL WELL STREAM
	CORIOLIS METER		OIL		INSTRUMENT AIR
	MAGNETIC METER		WATER		FEDERAL MEASUREMENT POINT

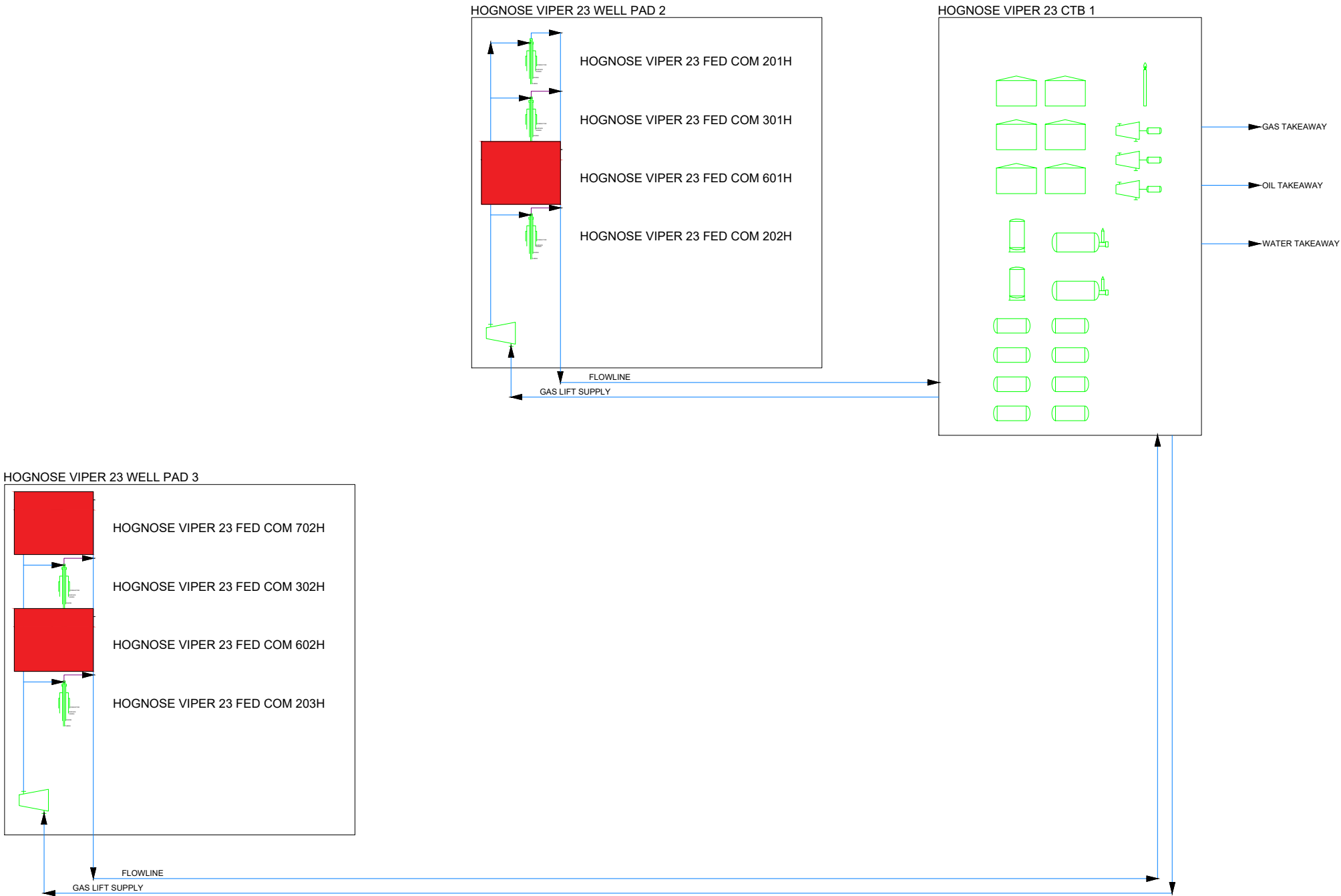
A		INITIAL RELEASE	KR	JM
REV	DESCRIPTION	DATE	DRAWN	APPROV

LAT. / LONG. COORDINATES
GPS:
N._____, -W._____
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.

DRAWN BY:	DATE:
KR	03/05/25
ENGINEERED BY:	DATE:
JM	03/05/25
WBS PROJECT No.:	
DRAWING No.:	
120-01-PFD.dwg	



Devon Energy Corporation
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015
DBBU - SPINE DESIGN - "REV 3.5"
PROCESS FLOW DIAGRAM
HOGNOSE VIPER 23 CTB 1
FILE NAME
120-01-PFD
DWG REV



- NOTES:**
- EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
 - MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

				LAT. / LONG. COORDINATES	
				GPS:	
				N._____, -W._____.	
				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.	
A	INITIAL RELEASE		KR	JM	
REV	DESCRIPTION	DATE	DRAWN	APPROV	
DRAWING REVISION					

DRAWN BY:	DATE:
KR	03/05/25
ENGINEERED BY:	DATE:
JM	03/05/25
WBS PROJECT No.:	
DRAWING No.:	
120-01-PFD.dwg	



Devon Energy Corporation	
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
DBBU - SPINE DESIGN - "REV 3.5"	
STANDARD PROCESS MAP	
HOGNOSE VIPER 23 CTB 1	
FILE NAME	DWG REV
120-01-PFD	A

**HOGNOSE VIPER UNIT WELLS
HOGNOSE VIPER FEDERAL COM
601H, 602H AND 702H
LEA COUNTY, NEW MEXICO**



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

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet

Datum: North American 1983
Created by: brante

Map is current as of: 7/21/2025



1:17,190

-  Central Tank Battery
-  Sales Meter
-  Flowline
-  Deviated Surface
-  Directional Survey (ACT-DVN/OBO)
-  Facilities
-  480 ac. Hognose Viper Federal COM 601H Approved - Bone Spring
-  480 ac. Hognose Viper Federal COM 602H Approved - Bone Spring
-  480 ac. Hognose Viper Federal COM 702H Approved - Wolfcamp
-  USA NMNM-105392238
-  USA NMNM-105398228
-  USA NMNM-121489
-  USA NMNM-126495
-  VB 17890001

Maxar

23S - 33E - 13

WELL NAME

HOGNOSE VIPER FEDERAL COM 601H

HOGNOSE VIPER FEDERAL COM 602H

HOGNOSE VIPER FEDERAL COM 702H

API

30-025-52761

30-025-52762

30-025-52764

23S - 33E - 22

USA
NMNM-105398228

23S - 33E - 23

23S - 33E - 24

USA
NMNM-121489

HOGNOSE VIPER FEDERAL COM 601H

HOGNOSE VIPER FEDERAL COM 602H

23S - 33E - 27

USA
NMNM-105392238

23S - 33E - 26

23S - 33E - 25

USA
NMNM-126495

HOGNOSE VIPER FEDERAL COM 702H
(DEVON)

23S - 33E - 34

VB 17890001

23S - 33E - 35

Economic Justification Report

HOGNOSE VIPER 23 CTB 1

Well Name & Number	Type	Fed Lease 1 Royalty Rate	Fed Lease 2 (if applicable) Royalty Rate	State Lease 3 Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
HOGNOSE VIPER FEDERAL COM 601H	Sweet	NMNM105398228 - 12.5%	NMNM105392238 -	VB 17890001	2,039	44.8	4,161	1,273
HOGNOSE VIPER FEDERAL COM 602H	Sweet	NMNM105398228 - 12.5%	NMNM105392238 -	VB 17890001	2,557	44.8	5,226	1,273
HOGNOSE VIPER FEDERAL COM 702H	Sweet	NMNM105398228 - 12.5%	NMNM105392238 -	VB 17890003	2,542	44.8	5,187	1,273
These calculations are based off of offset well production and are only a proposal								

Signed: _____

Date: 7/15/2025

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
7138.0	44.8	14574.0	1273.0

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



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

FEDEX 7726 3176 4151

March 11, 2025

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

RE: Communitization Agreements
Hognose Viper Fed Com 601H
W/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM
Hognose Viper Fed Com 602H
E/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM
Hognose Viper Fed Com 702H
E/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM

To Whom It May Concern:

Please find enclosed (3) original Communitization Agreement in triplicates that need to be filed/recorded with the State Land Office and a check for \$900.00.

After filing, please return the documents to the undersigned. If you have any questions regarding this matter, please give me a call at (405) 552-3653.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

A handwritten signature in cursive script, appearing to read "CSheldon".

Cindy Sheldon
Land Analysis Professional

Enclosure

80062359



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

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

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

DATE 02/27/2025 405-228-4800 80062359 No. 0002513794

YOUR REFERENCE		INV. DATE	NET AMOUNT
2025-02-27T10:00	HOGNOSE VIPER CA'S	02/27/2025	900.00
TOTAL			900.00

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



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

Bank of America
National Association

Vendor No: 80062359

64-1278 02/27/2025
611

No. 0002513794

****NINE HUNDRED AND ZERO CENTS

PAY
TO THE
ORDER OF

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

Void Over \$900.00

VOID AFTER 90 DAYS
ONLY NEGOTIABLE AT FINANCIAL INSTITUTIONS

Authorized Signature

ORIGIN ID: OKCA (405) 552-7998
CINDY SHELDON
DEVON ENERGY
333 WEST SHERIDAN AVENUE
OKLAHOMA CITY, OK 73102
UNITED STATES US
SHIP DATE: 11 MAR 25
ACTWGT: 0.50 LB
CAD: 103493122/INET4535
BILL SENDER

TO **COMMISSIONER OF PUBLIC LANDS**
NEW MEXICO STATE LAND OFFICE
310 OLD SANTA FE TRL

SANTA FE NM 87501

(405) 552-3653 REF: 9001001098

INV: PO: DEPT:



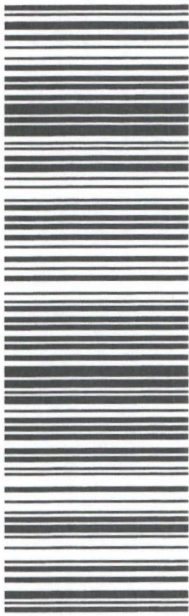
J251024121701uv

TRK# 7726 3176 4151
0201

THU - 13 MAR 5:00P
** 2DAY **

SP SAFA

87501
NM-US ABQ



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 _____ - _____

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 E2W2 (Sec 23), E2W2 2 (Sec 26) and E2W2 (Sec 35),

Sect(s) 23, 26, 35, T 23S, R 33E, NMPM _____ Lea _____ County, NM

containing 480 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil, natural gas and associated hydrocarbons

(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 Month 1 Day, 2025 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/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. 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 anysuch 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

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

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

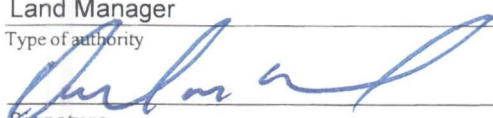
Operator Devon Energy Production Co, LP Lessees of Record Cimarex Energy Company

By David M. Korell

Print name of person

Land Manager

Type of authority


Signature

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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 12/19/24

DATE

By David M. Korell _____

Name(s) of Person(s)

as Land Manager of Devon Energy Production Co, LP

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

Name of party on behalf of whom instrument was executed

(Seal)



A handwritten signature in blue ink, appearing to read "Lorre A. Youngblood", written over a horizontal line.

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: NMNM 121489 & VB 17890001 Devon Energy Production Company, L.P. **BY:**

David M. Korell, Land Manager

(Name and Title of Authorized Agent)

[Handwritten Signature]

(Signature of Authorized Agent)

b7

Acknowledgment in an Individual Capacity

State of)
SS)
County of)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
SS)
County of Oklahoma)

This instrument was acknowledged before me on

Date: 12/19/24 By: .

David M. Korell, Land Manager of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)

[Handwritten Signature]

Signature of Notarial Officer

My commission expires: _____



Lease # and Lessee of Record: NMNM 126495 Cimarex Energy Company BY:

Bradley Cantrell, Attorney-In-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

BPG
SK

Acknowledgment in an Individual Capacity

State of)
County of)

This instrument was acknowledged before me on _____ DateBy
Name(s) of Person(s)

(Seal)

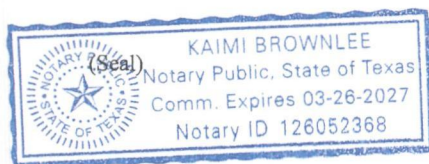
Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Midland)

This instrument was acknowledged before me on _____ Date: 3/4/2025 By: Bradley Cantrell, Attorney-In-Fact for Cimarex Energy Co.
Name(s) of Person(s)



Kaimi Brownlee

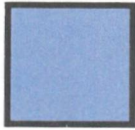
Signature of Notarial Officer

My commission expires: 3/26/2027

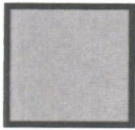
EXHIBIT "A"

Plat of communitized area covering 480 acres in the E/2W/2 of Section 23 & E/2W/2 of Section 26, & E/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Bone Spring Formation.

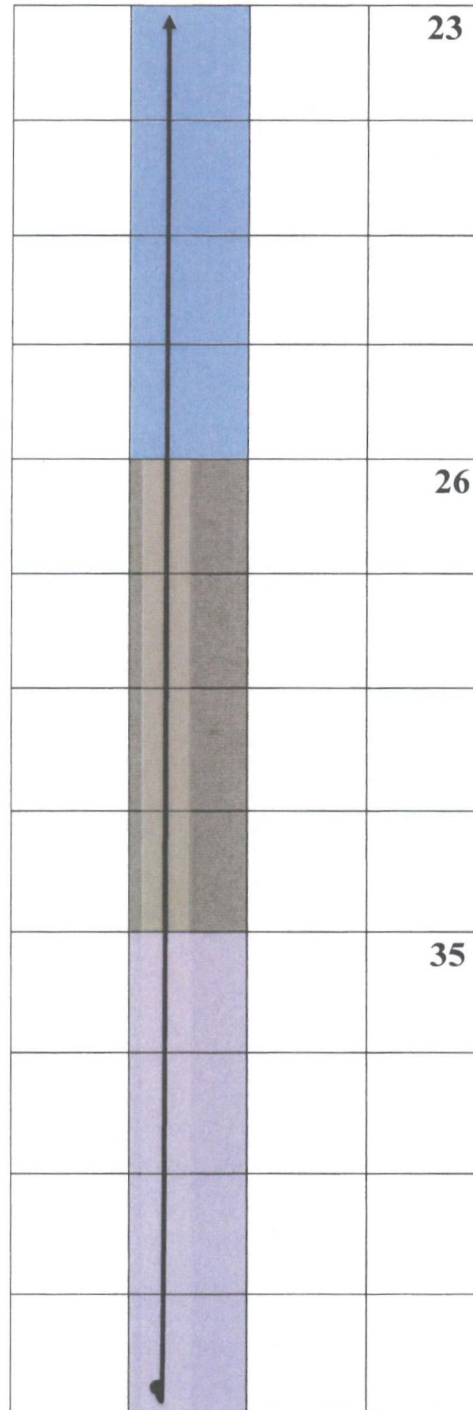
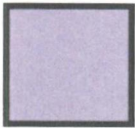
Tract 1:
USA NMNM-121489
(160 Acres)



Tract 2:
USA NMNM-126495
(160 Acres)



Tract 3:
VB 17890001
(160 Acres)



Hognose Viper 23 E2W2 Bone Spring

Well Name/No.

Hognose Viper Fed Com 602H

SHL: 540' FNL & 1168' FWL, 23-23S-33E

BHL: 20' FSL & 1700' FWL, 35-23S-33E

Hognose Viper 23 E2W2 Bone Spring

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the E/2W/2 of Section 23 & E/2W/2 of Section 26 & E/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Bone Spring Formation

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

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

Lease Serial Number: NMNM 121489

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 23: E/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Tract No. 2

Lease Serial Number: NMNM 126495

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 26: E/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 65.625%
Cimarex Energy Company 34.375%

Hognose Viper 23 E/2W2 Bone Spring

Tract No. 3

Lease Serial Number: VB 17890001

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 35: E/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	33.33%
2	160.00	33.33%
3	160.00	33.34%
Total	480.00	100%

Hognose Viper 23 E/2W2 Bone Spring



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

FEDEX 7726 3176 4151

March 11, 2025

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

RE: Communitization Agreements
Hognose Viper Fed Com 601H
W/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM
Hognose Viper Fed Com 602H
E/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM
Hognose Viper Fed Com 702H
E/2W/2 of Section 23, 26 & 35-23S-33E
Lea County, NM

To Whom It May Concern:

Please find enclosed (3) original Communitization Agreement in triplicates that need to be filed/recorded with the State Land Office and a check for \$900.00.

After filing, please return the documents to the undersigned. If you have any questions regarding this matter, please give me a call at (405) 552-3653.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

A handwritten signature in blue ink that reads "CSheldon". The signature is fluid and cursive, with the first letter "C" being particularly large and stylized.

Cindy Sheldon
Land Analysis Professional

Enclosure

80062359



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

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

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

DATE 02/27/2025 405-228-4800 80062359 No. 0002513794

YOUR REFERENCE		INV. DATE	NET AMOUNT
2025-02-27T10:00	HOGNOSE VIPER CA'S	02/27/2025	900.00
TOTAL			900.00

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

COPY/SCAN CAPTURE - ANTI-FRAUD PROTECTION



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

Bank of America
National Association

64-1278 02/27/2025
611

Vendor No: 80062359

No. 0002513794

****NINE HUNDRED AND ZERO CENTS

PAY
TO THE
ORDER OF

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

Void Over \$900.00

PAY THIS AMOUNT

*****\$900.00

VOID AFTER 90 DAYS
ONLY NEGOTIABLE AT FINANCIAL INSTITUTIONS

Authorized Signature

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

SHIP DATE: 11MAR25
ACTWGT: 0.50 LB
CAD: 103493122/INET4535

OKLAHOMA CITY, OK 73102
UNITED STATES US

BILL SENDER

TO **COMMISSIONER OF PUBLIC LANDS**
NEW MEXICO STATE LAND OFFICE
310 OLD SANTA FE TRL

SANTA FE NM 87501

(405) 552-3653

REF: 9001001098

INV:

DEPT:

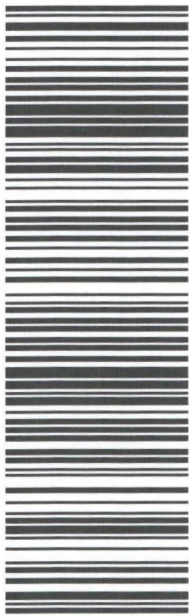


TRK# 7726 3176 4151
0201

THU - 13 MAR 5:00P
** 2DAY **

SP SAFA

87501
NM-US ABQ



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NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised August, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 _____ - _____

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 E2W2 (Sec 23), E2W2 2 (Sec 26) and E2W2 (Sec 35),

Sect(s) 23, 26, 35, T 23S, R 33E, NMPM _____ Lea _____ County, NM

containing 480 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the oil, natural gas and associated hydrocarbons

(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 Month 1 Day, 2025 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/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

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

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

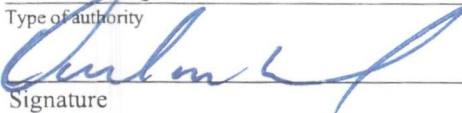
Operator Devon Energy Production Co, LP Lessees of Record Cimarex Energy Company

By David M. Korell

Print name of person

Land Manager

Type of authority

 DP

Signature

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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 12/19/24

DATE

By David M. Korell _____

Name(s) of Person(s)

as Land Manager of Devon Energy Production Co, LP

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

Name of party on behalf of whom instrument was executed



[Signature]
Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: NMNM 121489 & VB 17890001 Devon Energy Production Company, L.P. **BY:**

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

 (Signature of Authorized Agent)
DK

Acknowledgment in an Individual Capacity

State of)
)
 County of)

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
)
 County of Oklahoma)

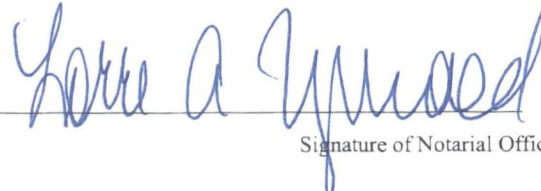
This instrument was acknowledged before me on

Date: 12/19/24 By: .

David M. Korell, Land Manager of Devon Energy Production Company, L.P.

Name(s) of Person(s)

(Seal)

 (Signature of Notarial Officer)

My commission expires: _____



Bradley Cantrell, Attorney-In-Fact (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on

DateBy

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

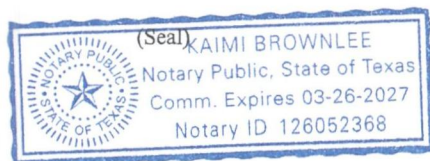
State of Texas)
County of Midland)
SS)

This instrument was acknowledged before me on

Date: 3/4/2025 By: _____

This instrument was acknowledged before me on 11/11/2014 Date: 11/11/2014
Bradley Cantrell, Attorney-in-Fact for Cimarex Energy Co.

Name(s) of Person(s)



Kami Brownlee

Signature of Notarial Officer

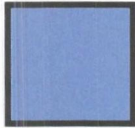
My commission expires: 3/26/2027

EXHIBIT "A"

Plat of communitized area covering 480 acres in the E/2W/2 of Section 23 & E/2W/2 of Section 26, & E/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Wolfcamp Formation.

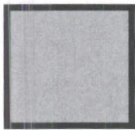
Tract 1:

USA NMNM-121489
(160 Acres)



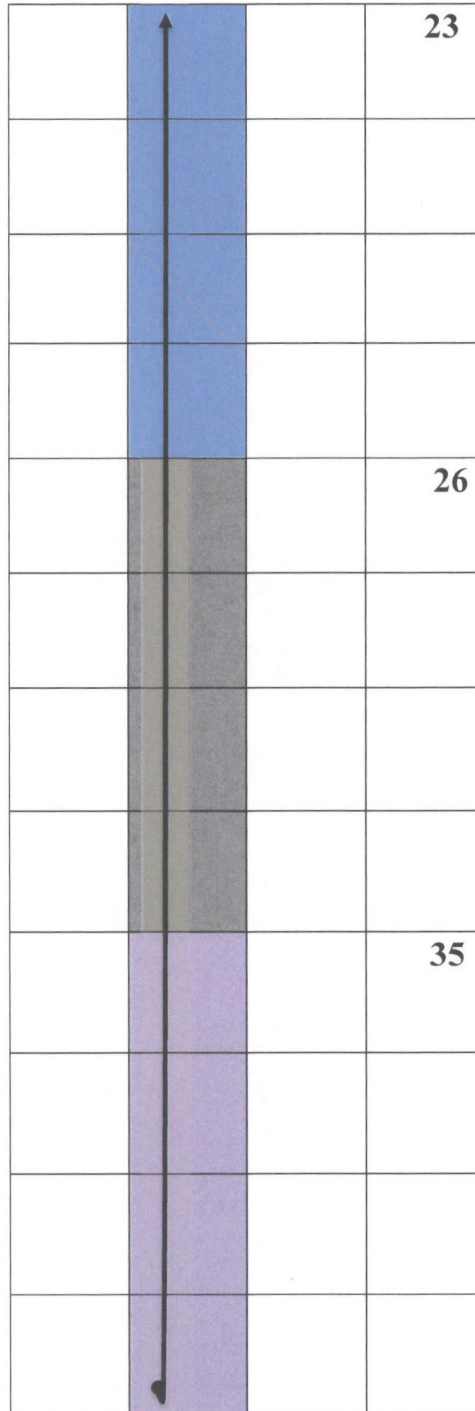
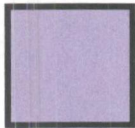
Tract 2:

USA NMNM-126495
(160 Acres)



Tract 3:

VB 17890001
(160 Acres)



Hognose Viper 23 E2W2 Wolfcamp

Well Name/No.

Hognose Viper Fed Com 702H

SHL: 540' FNL & 1168' FWL, 23-23S-33E

BHL: 20' FSL & 1700' FWL, 35-23S-33E

Hognose Viper 23 E2W2 Wolfcamp

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the E/2W/2 of Section 23 & E/2W/2 of Section 26 & E/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Wolfcamp Formation

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

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

Lease Serial Number: NMNM 121489

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 23: E/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Tract No. 2

Lease Serial Number: NMNM 126495

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 26: E/2W/2

Number of Acres: 160

Current Lessee of Record: Cimarex Energy Company

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 65.625%
Cimarex Energy Company 34.375%

Hognose Viper 23 E/2W2 Wolfcamp

Tract No. 3

Lease Serial Number: VB 17890001

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 35: E/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	33.33%
2	160.00	33.33%
3	160.00	33.34%
Total	480.00	100%

Hognose Viper 23 E/2W2 Wolfcamp



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

405 235 3611 Phone
www.devonenergy.com

Fed Ex: 7726 3215 4838

March 11, 2025

Bureau of Land Management
Attn: Lisa Rivera
301 Dinosaur Trail
Santa Fe, New Mexico 87508

Re: Communitization Agreements
Hognose Viper Fed Com 702H, 201H, 202H, 203H, 301H, 302H & 601H

Ms. Rivera:

Enclosed please find three (3) original fully executed copies of the Communitization Agreements referenced.

Please provide approval of this agreement at your earliest convenience.

If you have any questions, please contact me at (405) 552-3653 or Cindy.Sheldon@dvnp.com.

Very truly yours,

Devon Energy Production Company, L.P.

Cindy Sheldon
Land Analysis Professional

Enclosures

ORIGIN ID: OKCA (405) 552-7998
CINDY SHELTON
DEVON ENERGY
333 WEST SHERIDAN AVENUE
OKLAHOMA CITY, OK 73102

SHIP DATE: 11MAR25
ACTWGT: 0.50 LB
CAD: 103493122/INET4535

BILL SENDER

UNITED STATES US

TO BUREAU OF LAND MANAGEMENT

301 DINOSAUR TRL

SANTA FE NM 87508

REF: 9001001098

INV: (701) 627-4707

DEPT:

PO:



THU - 13 MAR 5:00P

** 2DAY **

TRK# 7726 3215 4838

0201

87508

SP SAFA

NM-US ABQ



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line
2. Place label in shipping pouch and affix it to your shipment

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of January, 2025, 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 33 East, N.M.P.M

Section 23: W2W2

Section 26: W2W2

Section 35: W2W2

Containing 480 acres, and this agreement shall include only the Bone Spring underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

within the communitized area.

3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan 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 lessees of record and operating rights owners 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.
If the communitized area approved in this Agreement contains unleased Federal lands, the value of $1/6$ th or $16 \frac{2}{3}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $5/6$ th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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, 2025, 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.

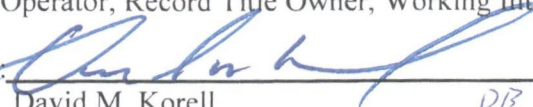
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may 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 Co, L.P.

Operator, Record Title Owner, Working Interest Owner

12-18-2024
Date

By: 

David M. Korell
Land Manager

DB

ACKNOWLEDGEMENT

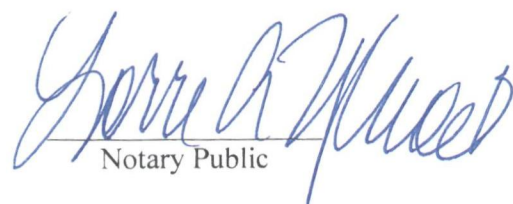
STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

On this 18 day of December, 2024, before me, a Notary Public for the State of Oklahoma, personally appeared David M. Korell, known to me to be the Land Manager 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


Notary Public

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.

Cimarex Energy Company
(Record Title Owner, Operating Rights Owner)

By: _____

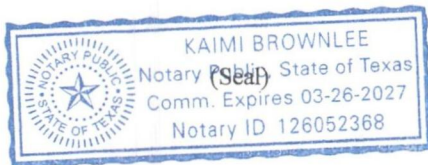
Date

BPG
STK

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
COUNTY OF Midland) SS

This instrument was acknowledged before me on March 4, 2024^S, by Bradley Cantrell, as Attorney-in-Fact of Cimarex Energy Company, a Delaware Corporation.



Kaimi Brownlee
Signature of Notarial Officer

My Commission Expires: 3/26/2027

Hognose Viper 23 W2W2 Bone Spring

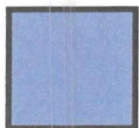
EXHIBIT "A"

Plat of communitized area covering 480 acres in the W/2W/2 of Section 23 & W/2W/2 of Section 26, & W/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Bone Spring Formation.

Tract 1: USA

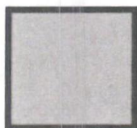
NMNM-105398228

(160 Acres)

**Tract 2: USA**

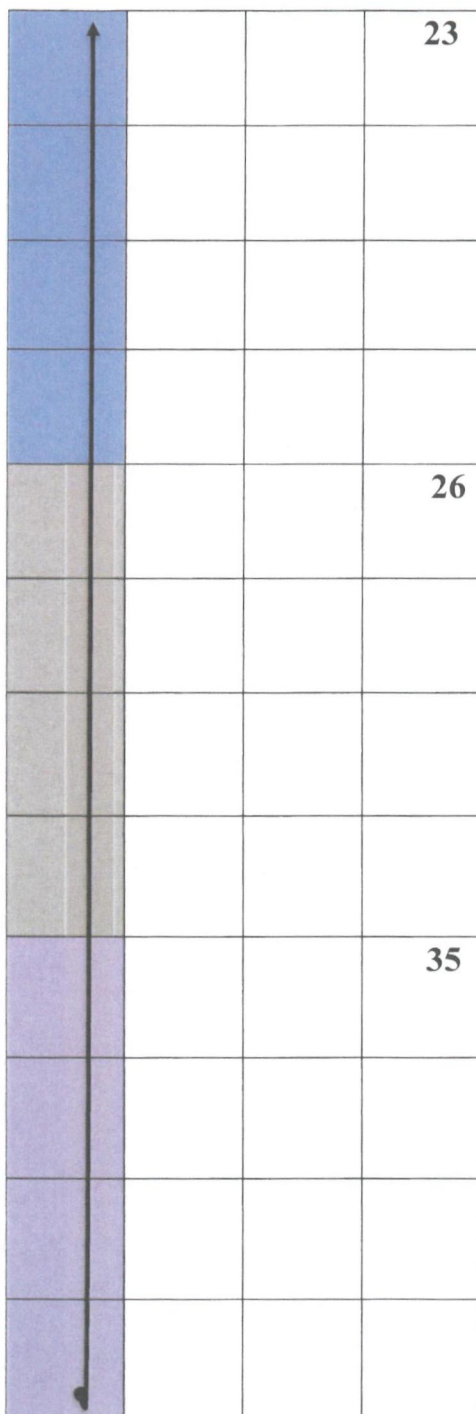
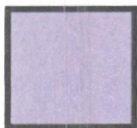
NMNM-105392238

(160 Acres)

**Tract 3:**

VB 17890001

(160 Acres)



Hognose Viper 23 W2W2 Bone Spring

Well Name/No.

Hognose Viper Fed Com 601H

SHL: 540' FNL & 498' FWL, 23-23S-33E

BHL: 20' FSL & 940' FWL, 35-23S-33E

Hognose Viper 23 W2W2 Bone Spring

EXHIBIT "B"

To Communitization Agreement dated January 1, 2025, embracing the W/2W/2 of Section 23 & W/2W/2 of Section 26 & W/2W/2 of Section 35, T-23-S, R-33-E, Lea County, New Mexico, Wolfcamp Formation

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

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

Lease Serial Number: NMNM105398228

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 23: W/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Tract No. 2

Lease Serial Number: NMNM105392238

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 26: W/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 65.625%
Cimarex Energy Company 34.375%

Hognose Viper 23 W2W2 Bone Spring

Tract No. 3

Lease Serial Number: VB 17890001

Description of Land Committed: Township 23 South, Range 33 East
Insofar and only insofar as said lease covers:
Section 35: W/2W/2

Number of Acres: 160

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

Name of Operating Rights Owner: Devon Energy Production Company, L.P. 100%

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	33.33%
2	160.00	33.33%
3	160.00	33.34%
Total	480.00	100%

Hognose Viper 23 W2W2 Bone Spring

SEC 23

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	² Pool Code 5150	³ Pool Name BELL LAKE;BONE SPRING, NORTH
⁴ Property Code	⁵ Property Name HOGNOSE VIPER FED COM	⁶ Well Number 601H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3702.3

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	23	23-S	33-E	N/A	540	NORTH	498	WEST	LEA

¹¹Bottom 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
M	35	23-S	33-E	N/A	20	SOUTH	940	WEST	LEA

¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES.
--------------------------------------	-------------------------------	----------------------------------	--

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.

16

**HOGNOSE VIPER
FED COM 601H
SHL**

540' FNL - 498' FWL
ELEV: 3702.3'
N: 472287.87
E: 783362.18
LAT: 32.2959630°
LON: -103.5500625°

KOP

55' FNL - 939' FWL
N: 472774
E: 783800
LAT: 32.2972
LON: -103.5487

FTP (PPP 1)

100' FNL - 940' FWL
N: 472729.26
E: 783800.65
LAT: 32.2971674°
LON: -103.5486332°

PPP 2

0' FSL - 940' FWL
N: 467546.41
E: 783839.40
LAT: 32.2829210°
LON: -103.5486305°

PPP 3

0' FSL - 940' FWL
N: 462265.46
E: 783878.88
LAT: 32.2684048°
LON: -103.5486277°

LTP

100' FSL - 940' FWL
N: 457080.47
E: 783917.65
LAT: 32.2541524°
LON: -103.5486249°

BHL

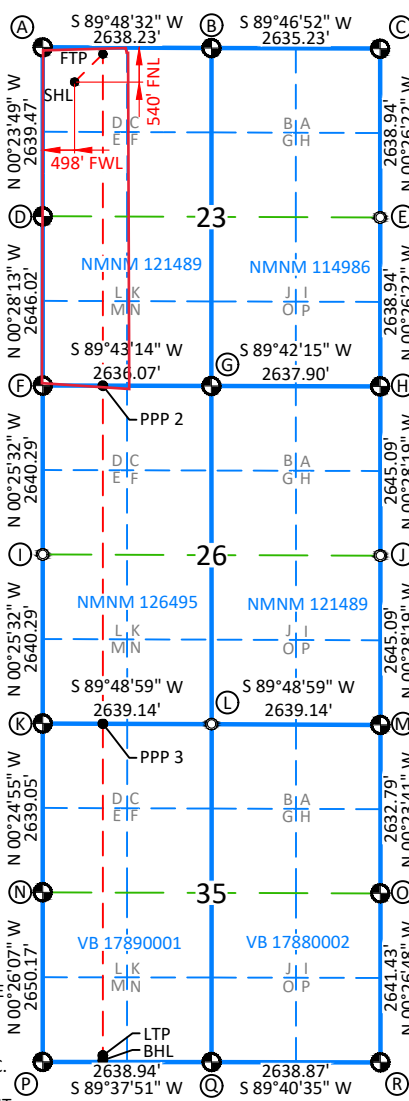
20' FSL - 940' FWL
N: 457000.48
E: 783918.25
LAT: 32.2539325°
LON: -103.5486249°

COORDINATE TABLE

A	N: 472826.10	E: 782860.14
B	N: 472834.90	E: 785497.83
C	N: 472844.97	E: 788132.51
D	N: 470187.23	E: 782878.42
E	N: 470206.64	E: 788152.75
F	N: 467541.83	E: 782900.14
G	N: 467554.69	E: 785535.64
H	N: 467568.31	E: 788172.98
I	N: 464902.14	E: 782919.75
J	N: 464923.84	E: 788194.76
K	N: 462262.45	E: 782939.36
L	N: 462270.91	E: 785577.95
M	N: 462279.36	E: 788216.55
N	N: 459624.00	E: 782958.48
O	N: 459647.16	E: 788234.68
P	N: 456974.43	E: 782978.61
Q	N: 456991.43	E: 785616.97
R	N: 457006.34	E: 788255.27

LEGEND

SECTION LINE
1/4 SECTION LINE
1/16 SECTION LINE
WELL PATH
LEASE LINE
LEASE ID NUMBER
FOUND USGLO B.C.
ON 1" PIPE, "1913"
CALCULATED POINT

¹⁷OPERATOR 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.

Rebecca Deal
Signature

Rebecca Deal, Regulatory Analyst 7/27/2023

Printed Name Date

rebecca.deal@dvn.com

E-mail Address

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE NEW MEXICO COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF -0°24'29.51" AND A COMBINED SCALE FACTOR OF 1.000236530 BASED ON CONTROL POINT HORNE VIPER AT N. 466643.788' E. 777536.734'.
2. DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

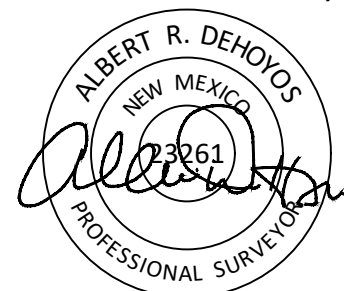
¹⁸SURVEYOR CERTIFICATION

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.

06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

SEC 26 & 35

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	² Pool Code 59900	³ Pool Name TRIPLE X;BONE
⁴ Property Code	⁵ Property Name HOGNOSE VIPER FED COM	⁶ Well Number 601H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3702.3

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	23	23-S	33-E	N/A	540	NORTH	498	WEST	LEA

¹¹Bottom 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
M	35	23-S	33-E	N/A	20	SOUTH	940	WEST	LEA

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES.
--------------------------------------	-------------------------------	----------------------------------	--

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.

16

**HOGNOSE VIPER
FED COM 601H
SHL**

540' FNL - 498' FWL
ELEV: 3702.3'
N: 472287.87
E: 783362.18
LAT: 32.2959630°
LON: -103.5500625°

KOP

55' FNL - 939' FWL
N: 472774
E: 783800
LAT: 32.2972
LON: -103.5487

FTP (PPP 1)
100' FNL - 940' FWL
N: 472729.26
E: 783800.65
LAT: 32.2971674°
LON: -103.5486332°

PPP 2
0' FSL - 940' FWL
N: 467546.41
E: 783839.40
LAT: 32.2829210°
LON: -103.5486305°

PPP 3
0' FSL - 940' FWL
N: 462265.46
E: 783878.88
LAT: 32.2684048°
LON: -103.5486277°

LTP
100' FSL - 940' FWL
N: 457080.47
E: 783917.65
LAT: 32.2541524°
LON: -103.5486249°

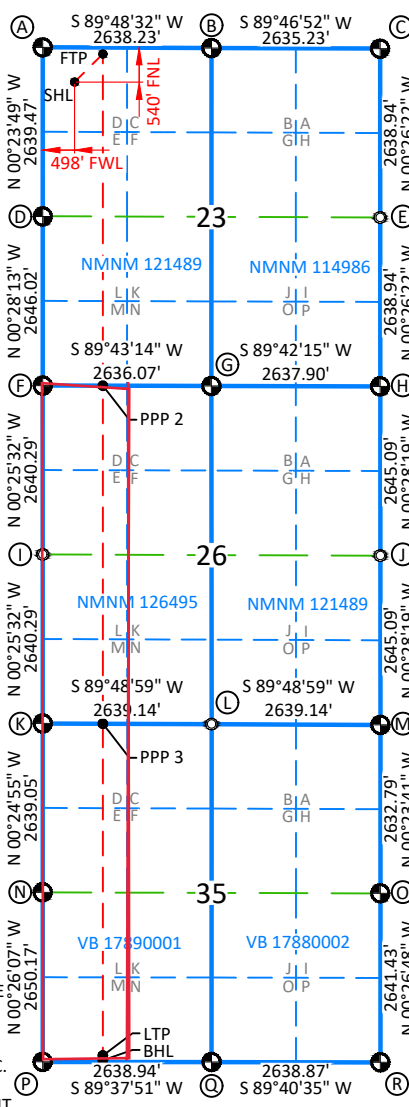
BHL
20' FSL - 940' FWL
N: 457000.48
E: 783918.25
LAT: 32.2539325°
LON: -103.5486249°

COORDINATE TABLE

A	N: 472826.10 E: 782860.14
B	N: 472834.90 E: 785497.83
C	N: 472844.97 E: 788132.51
D	N: 470187.23 E: 782878.42
E	N: 470206.64 E: 788152.75
F	N: 467541.83 E: 782900.14
G	N: 467554.69 E: 785535.64
H	N: 467568.31 E: 788172.98
I	N: 464902.14 E: 782919.75
J	N: 464923.84 E: 788194.76
K	N: 462262.45 E: 782939.36
L	N: 462270.91 E: 785577.95
M	N: 462279.36 E: 788216.55
N	N: 459624.00 E: 782958.48
O	N: 459647.16 E: 788234.68
P	N: 456974.43 E: 782978.61
Q	N: 456991.43 E: 785616.97
R	N: 457006.34 E: 788255.27

LEGEND

SECTION LINE
1/4 SECTION LINE
1/16 SECTION LINE
WELL PATH
LEASE LINE
LEASE ID NUMBER
FOUND USGLO B.C.
ON 1" PIPE, "1913"
CALCULATED POINT

¹⁷OPERATOR 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.

Rebecca Deal
Signature

Rebecca Deal, Regulatory Analyst 7/27/2023

Printed Name Date

rebecca.deal@dvn.com

E-mail Address

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE NEW MEXICO COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF -0°24'29.51" AND A COMBINED SCALE FACTOR OF 1.000236530 BASED ON CONTROL POINT HORNE Viper AT N. 466643.788' E. 777536.734'.
2. DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

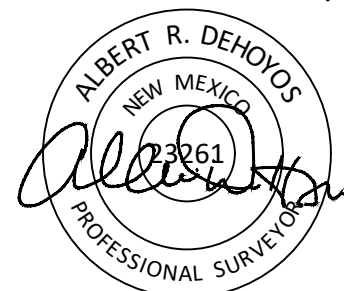
¹⁸SURVEYOR CERTIFICATION

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.

06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: HOGNOSE VIPER FED COM	Well Number 601H

Kick Off Point (KOP)

UL	Section 23	Township 23S	Range 33E	Lot	Feet 55	From N/S FNL	Feet 939	From E/W FWL	County LEA
Latitude 32.2972					Longitude -103.5487			NAD 83	

First Take Point (FTP)

UL D	Section 23	Township 23-S	Range 33-E	Lot N/A	Feet 100	From N/S NORTH	Feet 940	From E/W WEST	County LEA
Latitude 32.2971674°					Longitude -103.5486332°			NAD 83	

Last Take Point (LTP)

UL M	Section 35	Township 23-S	Range 33-E	Lot N/A	Feet 100	From N/S SOUTH	Feet 940	From E/W WEST	County LEA
Latitude 32.2541524°					Longitude -103.5486249°			NAD 83	

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

If infill is yes 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

SEC 23

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
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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		² Pool Code 5150		³ Pool Name BELL LAKE;BONE SPRING, NORTH	
⁴ Property Code		⁵ Property Name HOGNOSE VIPER FED COM			⁶ Well Number 602H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3695.8

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
D	23	23-S	33-E	N/A	540	NORTH	1228	WEST	LEA

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
N	35	23-S	33-E	N/A	20	SOUTH	2290	WEST	LEA

¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES ISSUED. 480 TOTAL DEDICATED ACS PER WELLBORE.
--------------------------------------	-------------------------------	----------------------------------	---

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.

16

HOGNOSE VIPER**FED COM 602H****SHL****540' FNL - 1228' FWL**

ELEV:3695.8'

N: 472290.30

E: 784092.03

LAT: 32.2959550°

LON: -103.5477006°

KOP**51' FNL - 2289' FWL**

N: 472783

E: 785150

LAT: 32.2972

LON: -103.5443

FTP (PPP 1)**100' FNL - 2290' FWL**

N: 472733.76

E: 785150.38

LAT: 32.2971526°

LON: -103.5442652°

PPP 2**0' FSL - 2290' FWL**

N: 467553.00

E: 785189.11

LAT: 32.2829119°

LON: -103.5442632°

PPP 3**0' FSL - 2290' FWL**

N: 462269.79

E: 785228.61

LAT: 32.2683895°

LON: -103.5442611°

LTP**100' FSL - 2290' FWL**

N: 457089.16

E: 785267.35

LAT: 32.2541491°

LON: -103.5442590°

BHL**20' FSL - 2290' FWL**

N: 457009.18

E: 785267.96

LAT: 32.2539292°

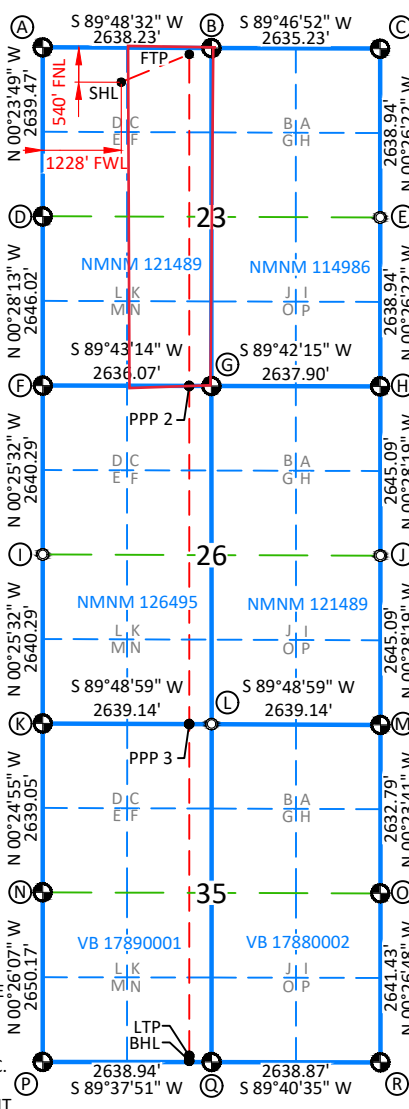
LON: -103.5442589°

COORDINATE TABLE

A	N: 472826.10	E: 782860.14
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I	N: 464902.14	E: 782919.75
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K	N: 462262.45	E: 782939.36
L	N: 462270.91	E: 785577.95
M	N: 462279.36	E: 788216.55
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P	N: 456974.43	E: 782978.61
Q	N: 456991.43	E: 785616.97
R	N: 457006.34	E: 788255.27

LEGEND

- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- WELL PATH
- LEASE LINE
- LEASE ID NUMBER
- FOUND USGLO B.C.
- ON 1" PIPE, "1913"
- CALCULATED POINT

**17 OPERATOR CERTIFICATION**

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Rebecca Deal

Signature

Rebecca Deal, Regulatory Analyst 7/31/2023

Printed Name Date

rebecca.deal@dmv.com

E-mail Address

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE NEW MEXICO COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF -0°24'29.51" AND A COMBINED SCALE FACTOR OF 1.000236530 BASED ON CONTROL POINT HORNE Viper AT N. 466643.788' E. 777536.734'.
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3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

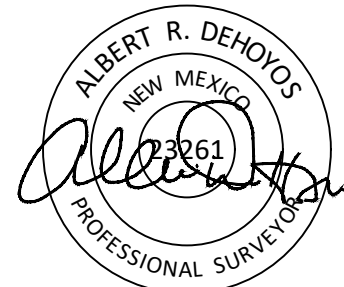
18 SURVEYOR CERTIFICATION

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.

06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

SEC 36 (35

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		² Pool Code 59900		³ Pool Name TRIPLE X;BONE SPRING	
⁴ Property Code		⁵ Property Name HOGNOSE VIPER FED COM			⁶ Well Number 602H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3695.8

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	23	23-S	33-E	N/A	540	NORTH	1228	WEST	LEA

¹¹Bottom 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
N	35	23-S	33-E	N/A	20	SOUTH	2290	WEST	LEA

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES ISSUED. 480 TOTAL DEDICATED ACS PER WELLBORE.
--------------------------------------	-------------------------------	----------------------------------	---

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.

16

HOGNOSE VIPER**FED COM 602H****SHL****540' FNL - 1228' FWL**

ELEV: 3695.8'

N: 472290.30

E: 784092.03

LAT: 32.2959550°

LON: -103.5477006°

KOP**51' FNL - 2289' FWL**

N: 472783

E: 785150

LAT: 32.2972

LON: -103.5443

FTP (PPP 1)**100' FNL - 2290' FWL**

N: 472733.76

E: 785150.38

LAT: 32.2971526°

LON: -103.5442652°

PPP 2**0' FSL - 2290' FWL**

N: 467553.00

E: 785189.11

LAT: 32.2829119°

LON: -103.5442632°

PPP 3**0' FSL - 2290' FWL**

N: 462269.79

E: 785228.61

LAT: 32.2683895°

LON: -103.5442611°

LTP**100' FSL - 2290' FWL**

N: 457089.16

E: 785267.35

LAT: 32.2541491°

LON: -103.5442590°

BHL**20' FSL - 2290' FWL**

N: 457009.18

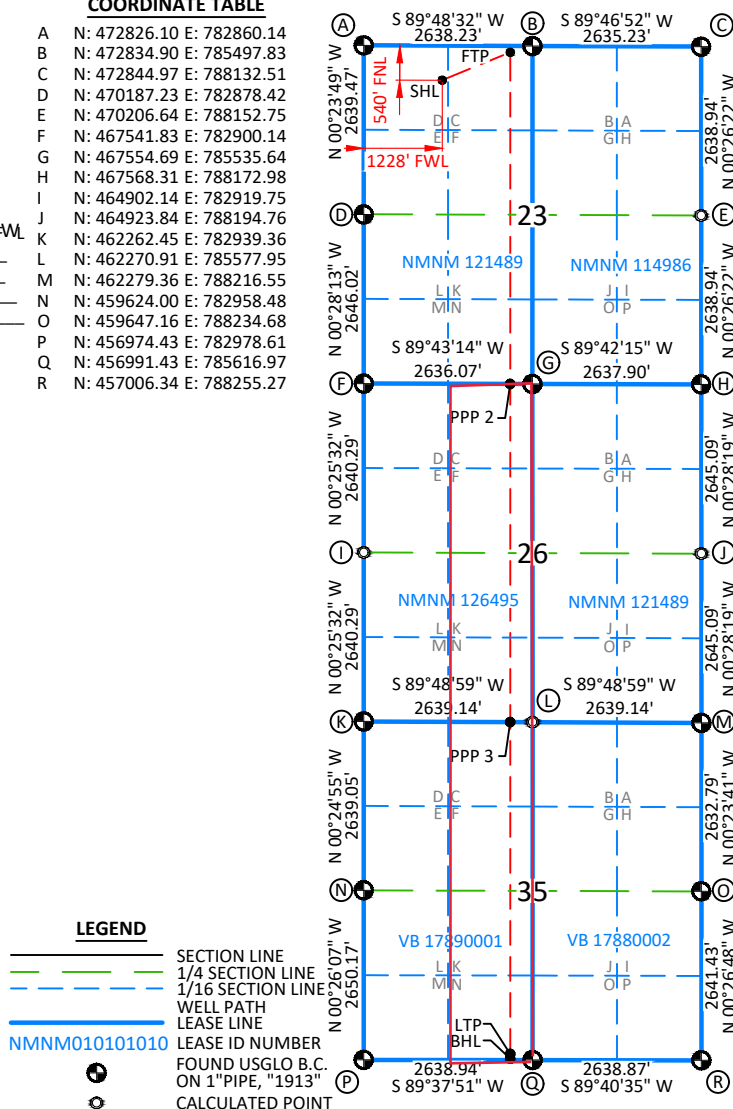
E: 785267.96

LAT: 32.2539292°

LON: -103.5442589°

COORDINATE TABLE

A	N: 472826.10	E: 782860.14
B	N: 472834.90	E: 785497.83
C	N: 472844.97	E: 788132.51
D	N: 470187.23	E: 782878.42
E	N: 470206.64	E: 788152.75
F	N: 467541.83	E: 782900.14
G	N: 467554.69	E: 785535.64
H	N: 467568.31	E: 788172.98
I	N: 464902.14	E: 782919.75
J	N: 464923.84	E: 788194.76
K	N: 462262.45	E: 782939.36
L	N: 462270.91	E: 785577.95
M	N: 462279.36	E: 788216.55
N	N: 459624.00	E: 782958.48
O	N: 459647.16	E: 788234.68
P	N: 456974.43	E: 782978.61
Q	N: 456991.43	E: 785616.97
R	N: 457006.34	E: 788255.27

¹⁷OPERATOR 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.

Rebecca Deal

Signature

Rebecca Deal, Regulatory Analyst 7/31/2023

Printed Name

Date

rebecca.deal@dvn.com

E-mail Address

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE NEW MEXICO COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF -0°24'29.51" AND A COMBINED SCALE FACTOR OF 1.000236530 BASED ON CONTROL POINT HORNE VIPER AT N. 466643.788' E. 777536.734'.
2. DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

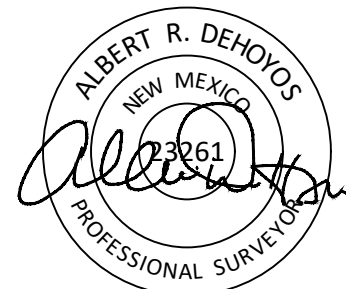
¹⁸SURVEYOR CERTIFICATION

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.

06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: HOGNOSE VIPER FED COM	Well Number 602H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	23S	33E		51	FNL	2289	FWL	LEA
Latitude					Longitude				NAD
32.2972					-103.5443				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	23	23-S	33-E	N/A	100	NORTH	2290	WEST	LEA
Latitude					Longitude				NAD
32.2971526°					-103.5442652°				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	35	23-S	33-E	N/A	100	SOUTH	2290	WEST	LEA
Latitude					Longitude				NAD
32.2541491°					-103.5442590°				83

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

If infill is yes 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

Sec 23

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
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District IV
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State of New Mexico
Energy, Minerals & Natural Resources Department
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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		² Pool Code 5170		³ Pool Name BELL LAKE;WOLFCAMP, NORTH	
⁴ Property Code		⁵ Property Name HOGNOSE VIPER FED COM			⁶ Well Number 702H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3696.0

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	23	23-S	33-E	N/A	540	NORTH	1168	WEST	LEA

¹¹Bottom 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
N	35	23-S	33-E	N/A	20	SOUTH	1700	WEST	LEA

¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES. 480 ACS TOTAL DEDICATED ACS PER WELLBORE.
--------------------------------------	-------------------------------	----------------------------------	--

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.

16

HOGNOSE VIPER**FED COM 702H****SHL****540' FNL - 1168' FWL**

ELEV:3696.0'

N: 472290.10

E: 784032.05

LAT: 32.2959557°

LON: -103.5478947°

KOP**50' FNL - 1699' FWL**

N: 472782

E: 784560

LAT: 32.2972

LON: -103.5463

FTP (PPP 1)**100' FNL - 1700' FWL**

N:472731.80

E:784560.49

LAT: 32.2971591°

LON: -103.5461742°

PPP 2**0' FSL - 1700' FWL**

N:467550.12

E:784599.23

LAT: 32.2829159°

LON: -103.5461719°

PPP 3**0' FSL - 1700' FWL**

N:462267.90

E:784638.72

LAT: 32.2683962°

LON: -103.5461695°

LTP**100' FSL - 1700' FWL**

N:457085.36

E:784677.47

LAT: 32.2541506°

LON: -103.5461671°

BHL**20' FSL - 1700' FWL**

N:457005.38

E:784678.08

LAT: 32.2539307°

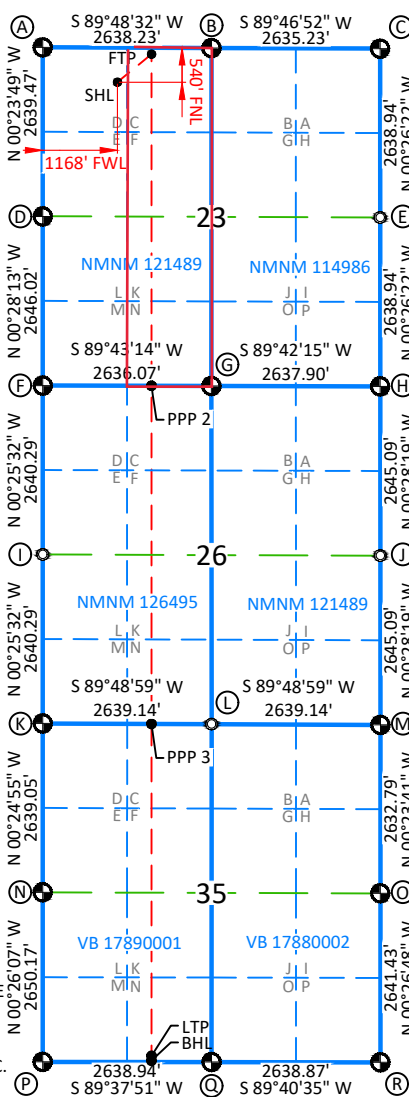
LON: -103.5461671°

COORDINATE TABLE

A	N: 472826.10	E: 782860.14
B	N: 472834.90	E: 785497.83
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H	N: 467568.31	E: 788172.98
I	N: 464902.14	E: 782919.75
J	N: 464923.84	E: 788194.76
K	N: 462262.45	E: 782939.36
L	N: 462270.91	E: 785577.95
M	N: 462279.36	E: 788216.55
N	N: 459624.00	E: 782958.48
O	N: 459647.16	E: 788234.68
P	N: 456974.43	E: 782978.61
Q	N: 456991.43	E: 785616.97
R	N: 457006.34	E: 788255.27

LEGEND

- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- WELL PATH
- LEASE LINE
- LEASE ID NUMBER
- FOUND USGLO B.C.
- ON 1" PIPE, "1913"
- CALCULATED POINT

¹⁷OPERATOR 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.

Rebecca Deal

Signature

Rebecca Deal, Regulatory Analyst 7/31/2023

Printed Name

Date

rebecca.deal@dvn.com

E-mail Address

NOTES:

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3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

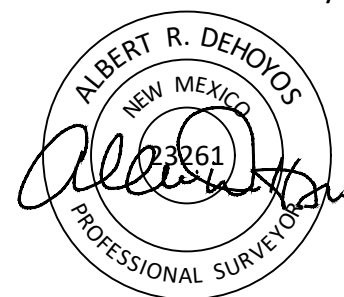
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06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

Sec 26 & 35

District I
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District II
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Form C-102

Revised August 1, 2011

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☐ AMENDED REPORT
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code 7330		³ Pool Name BRINNINSTOOL;WOLFCAMP	
⁴ Property Code		⁵ Property Name HOGNOSE VIPER FED COM			⁶ Well Number 702H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3696.0

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	23	23-S	33-E	N/A	540	NORTH	1168	WEST	LEA

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
N	35	23-S	33-E	N/A	20	SOUTH	1700	WEST	LEA

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No. PER NMOC, TWO POOL CODES. 480 ACS TOTAL DEDICATED ACS PER WELLBORE.
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16

HOGNOSE VIPER**FED COM 702H****SHL****540' FNL - 1168' FWL**

ELEV: 3696.0'

N: 472290.10

E: 784032.05

LAT: 32.2959557°

LON: -103.5478947°

KOP**50' FNL - 1699' FWL**

N: 472782

E: 784560

LAT: 32.2972

LON: -103.5463

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N: 472731.80

E: 784560.49

LAT: 32.2971591°

LON: -103.5461742°

PPP 2**0' FSL - 1700' FWL**

N: 467550.12

E: 784599.23

LAT: 32.2829159°

LON: -103.5461719°

PPP 3**0' FSL - 1700' FWL**

N: 462267.90

E: 784638.72

LAT: 32.2683962°

LON: -103.5461695°

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E: 784677.47

LAT: 32.2541506°

LON: -103.5461671°

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E: 784678.08

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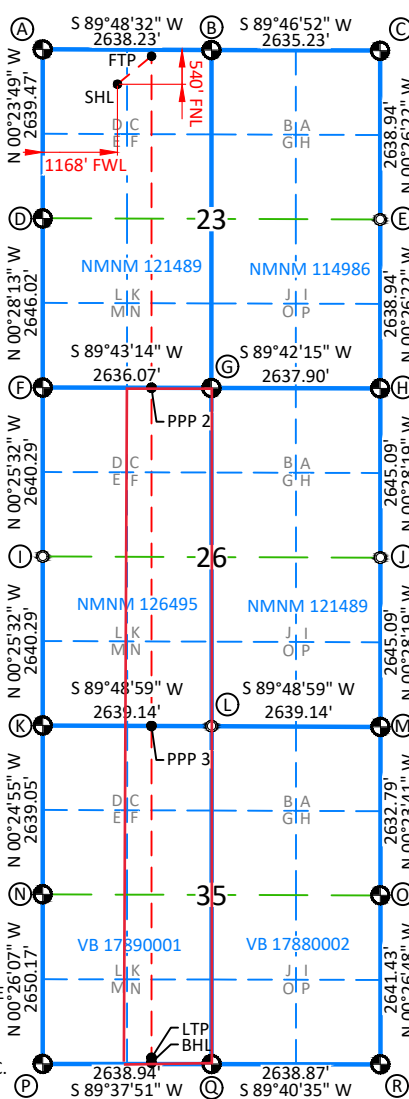
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F	N: 467541.83	E: 782900.14
G	N: 467554.69	E: 785535.64
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J	N: 464923.84	E: 788194.76
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L	N: 462270.91	E: 785577.95
M	N: 462279.36	E: 788216.55
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O	N: 459647.16	E: 788234.68
P	N: 456974.43	E: 782978.61
Q	N: 456991.43	E: 785616.97
R	N: 457006.34	E: 788255.27

LEGEND

- SECTION LINE
- 1/4 SECTION LINE
- 1/16 SECTION LINE
- WELL PATH
- LEASE LINE
- LEASE ID NUMBER
- FOUND USGLO B.C.
- ON 1" PIPE, "1913"
- CALCULATED POINT

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Rebecca Deal

Signature

Rebecca Deal, Regulatory Analyst 7/31/2023

Printed Name

Date

rebecca.deal@dvn.com

E-mail Address

NOTES:

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3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOID.

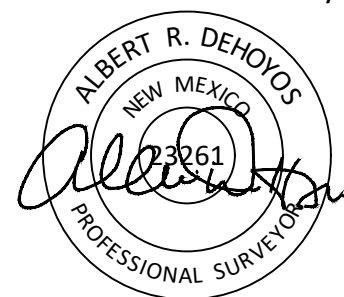
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06/23/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261

Albert Dehoyos

Drawn by: EDH

Checked by: ARD

Date: 06/28/2023

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: HOGNOSE VIPER FED COM	Well Number 702H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	23	23S	33E		50	FNL	1699	FWL	LEA
Latitude 32.2972					Longitude -103.5463				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	23	23-S	33-E	N/A	100	NORTH	1700	WEST	LEA
Latitude 32.2971591°					Longitude -103.5461742°				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	35	23-S	33-E	N/A	100	SOUTH	1700	WEST	LEA
Latitude 32.2541506°					Longitude -103.5461671°				NAD 83

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

If infill is yes 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



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

405 228 8788 Phone
www.devonenergy.com

July 14, 2025

New Mexico Oil Conversation Division
1120 South Saint Francis Drive
Santa Fe, NM 87504

RE: **Hognose Viper CTB 1**
Section 23, 26 & 35-23S-33E
Lea County, New Mexico

Mr. McClure:

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below. Upon review of the title information and Devon's records, please be advised that ownership in each well is identical.

Approved BS CA - NMNM106723854. Lease NMNM-105398228 (12.5%), NMNM105392238 (12.5%), VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 601H	30-025-52761	D-23-23S-33E - 540 FNL & 498 FWL	[59900] TRIPLE X;BONE SPRING ; [5150] BELL LAKE;BONE SPRING, NORTH

Approved BS CA - NMNM106723864. Lease NMNM-105398228 (12.5%), NMNM105392238 (12.5%), VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 602H	30-025-52762	D-23-23S-33E - 540 FNL & 1228 FWL	[59900] TRIPLE X;BONE SPRING ; [5150] BELL LAKE;BONE SPRING, NORTH

Approved WC CA - NMNM106723857. Lease NMNM-105398228 (12.5%), NMNM105392238 (12.5%), VB 17890001			
WELL NAME	API	LOCATION	POOL
HOGNOSE VIPER FEDERAL COM 702H	30-025-52764	D-23-23S-33E - 540 FNL & 1168 FWL	[5170] BELL LAKE;WOLFCAMP, NORTH ; [7330] BRINNINSTOOL;WOLFCAMP

If you have any questions, please feel free to contact me directly at 405-228-8788.

Sincerely,

David Broussard
Senior Staff Landman

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
HOGNOSE VIPER	602H	3002552762	NMNM121489	NMNM121489	DEVON
HOGNOSE VIPER	702H	3002552764	NMNM121489	NMNM121489	DEVON
HOGNOSE VIPER	601H	3002552761	NMNM121489	NMNM121489	DEVON

Notice of Intent

Sundry ID: 2864591

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted:

Time Sundry Submitted:

Date proposed operation will begin: 07/22/2025

Procedure Description: Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Co., L.P. respectfully requests approval for a Pool/Lease at the HOGNOSE VIPER 23 CTB 1. Please see attached application and supporting documentation.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Hognose_Viper_23_CTB_1_Submitted_Commingling_App_20250722092453.pdf

Operator

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

Operator Electronic Signature: REBECCA DEAL**Signed on:** JUL 22, 2025 09:29 AM**Name:** DEVON ENERGY PRODUCTION COMPANY LP**Title:** Regulatory Professional**Street Address:** 333 W SHERIDAN AVE**City:** OKLAHOMA CITY**State:** OK**Phone:** (405) 228-8429**Email address:** REBECCA.DEAL@DVN.COM**Field****Representative Name:****Street Address:****City:****State:****Zip:****Phone:****Email address:**

**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-1177

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant did not give adequate notice that it sought authorization to prospectively include additional pools, leases, or wells as required by 19.15.12.10(C)(4)(g) NMAC.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

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

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

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

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 09/04/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1177**

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

Central Tank Battery: **Hognose Viper 23 Central Tank Battery 1**

Central Tank Battery Location: **UL D, Section 23, Township 23 South, Range 33 East**

Gas Title Transfer Meter Location: **UL D, Section 23, Township 23 South, Range 33 East**

Pools

Pool Name	Pool Code
BELL LAKE;BONE SPRING, NORTH	5150
BELL LAKE;WOLFCAMP, NORTH	5170
BRINNINSTOOL;WOLFCAMP	7330
TRIPLE X;BONE SPRING	59900

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 106723854	W2W2	23-23S-33E
	W2W2	26-23S-33E
	W2W2	35-23S-33E
CA Bone Spring NMNM 106723864	E2W2	23-23S-33E
	E2W2	26-23S-33E
	E2W2	35-23S-33E
CA Wolfcamp NMNM 106723857	E2W2	23-23S-33E
	E2W2	26-23S-33E
	E2W2	35-23S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52761	HOGNOSE VIPER FEDERAL COM #601H	W2W2	26-23S-33E	59900
		W2W2	35-23S-33E	
		W2W2	23-23S-33E	
30-025-52762	HOGNOSE VIPER FEDERAL COM #602H	E2W2	26-23S-33E	59900
		E2W2	35-23S-33E	
		E2W2	23-23S-33E	
30-025-52764	HOGNOSE VIPER FEDERAL COM #702H	E2W2	23-23S-33E	5170
		E2W2	26-23S-33E	
		E2W2	35-23S-33E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 487380

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 487380
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	9/8/2026