

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: Fee State Federal

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

(A) POOL COMMINGLING
Please attach sheets with the following information

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

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

(B) LEASE COMMINGLING
Please attach sheets with the following information

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

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

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

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

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

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

SIGNATURE: Jenny Harms TITLE: Regulatory Specialist DATE: 1-29-2021
TYPE OR PRINT NAME Jenny Harms TELEPHONE NO.: 405-552-6560
E-MAIL ADDRESS: jenny.harms@dvn.com

Form 3160-5
(June 2015)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0137
Expires: January 31, 2018

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

5. Lease Serial No.
NMNM98826

6. If Indian, Allottee or Tribe Name

SUBMIT IN TRIPLICATE - Other instructions on page 2

7. If Unit or CA/Agreement, Name and/or No.
NMNM138764

1. Type of Well
 Oil Well Gas Well Other

8. Well Name and No.
STRAY CAT 8-5 FED COM 212Y

2. Name of Operator
DEVON ENERGY PRODUCTION COMPANY
Contact: JENNIFER HARMS
Email: jennifer.harms@dvn.com

9. API Well No.
30-025-45150-00-X1

3a. Address
P O BOX 250
ARTESIA, NM 88201

3b. Phone No. (include area code)
Ph: 405-552-6560

10. Field and Pool or Exploratory Area
SAND DUNES

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)
Sec 8 T23S R32E 568FSL 2081FWL

11. County or Parish, State
LEA COUNTY, NM

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

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

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

Attention Duncan Whitlock

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

Devon Energy Production Company, L.P. is requesting approval for a Lease Commingle for the wells listed on ?Exhibit A? that includes lease and CA breakdown. CA?s have been submitted. Please see attachments.

The central tank battery, Stray Cat 8 CTB 2, is located in Section 8, Township 23 South, Range 32 East in Lea County, New Mexico.

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

**Electronic Submission #452060 verified by the BLM Well Information System
For DEVON ENERGY PRODUCTION COMPANY LP, sent to the Hobbs
Committed to AFMSS for processing by PRISCILLA PEREZ on 02/01/2019 (19PP0897SE)**

Name (Printed/Typed) JENNIFER HARMS	Title REGULATORY COMPLIANCE ANALYST
Signature (Electronic Submission)	Date 01/28/2019

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved By 	Title PE	Date 1/31/20
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.	Office CFO	

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

(Instructions on page 2) **** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ****

Additional data for EC transaction #452060 that would not fit on the form

32. Additional remarks, continued

All federal leases at 12.5% and same Bone Spring formation.

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

Proposal for Stray Cat 8 CTB to include the below wells:

Stray Cat 8-5 Fed Com 212Y, Stray Cat 8-5 Fed Com 213H, Stray Cat 8-5 Fed Com 214H, Alley Cat 17-20 Fed Com 215H
Alley Cat 17-20 Fed Com 216H

Devon Energy Production Company, LP is requesting approval for a Lease Commingle for the wells listed on "Exhibit A" that includes lease and CA breakdown. CA's have been submitted.

Oil & Gas metering:

The central tank battery, Stray Cat 8 CTB 2, is located in Section 8, Township 23 South, Range 32 East in Lea County, New Mexico.

Each well is routed to its own 3-phase separator where the full well stream is separated into gas, oil, and water streams. For each well, after separation, gas is measured with an independent, designated orifice meter for allocation, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas sales meter(s). The oil from the 3-phase separator is measured with an independent, designated Micro Motion Coriolis Meter for allocation. It then combines with the oil production from the other wells, flows into the heater treater(s), then into the Ultra-Low Pressure Separator(s) (ULPS), and into one of the oil tanks. The oil is then pumped out of the common tanks to an oil sales meter (LACT unit). The water from the 3-phase separator is measured with an independent, designated Mag meter for allocation, combines with the water from the other wells, then flows into the gun barrel, and into one of the produced water tanks. Flash gas that exits the heater treater(s) and ULPS(s) flows to the Vapor Recovery Unit (VRU). After exiting the VRU, the gas will be measured through a designated orifice meter for allocation for monthly oil production.

based on

The central tank battery will have 6 oil tanks and 6 water tanks that all wells will utilize. All wells will have 3 common gas delivery point(s) on location. They will also share 3 common oil delivery point(s) (LACT) on or directly adjacent to location.

Meter Owner / Serial Number:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
Stray Cat 8-5 Fed Com 212Y	DVN*	DVN*	DCP*	EnLink*	DVN*	DVN*
Stray Cat 8-5 Fed Com 213H	DVN*	DVN*	DCP*	EnLink*	DVN*	DVN*
Stray Cat 8-5 Fed Com 214H	DVN*	DVN*	DCP*	EnLink*	DVN*	DVN*
Alley Cat 17-20 Fed Com 216H	DVN*	DVN*	DCP*	EnLink*	DVN*	DVN*
Alley Cat 17-20 Fed Com 212Y 215H	DVN*	DVN*	DCP*	EnLink*	DVN*	DVN*

* 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 Micro Motion Coriolis Meter per BLM applicable regulations, notwithstanding further guidance from the local BLM in regards to proving the Micro Motion Coriolis Meter to meet applicable BLM standards. 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 have been notified of this proposal via certified mail (see attached).

ATTACHMENT "A"

LEASE NUMBER: NMNM98826 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 212Y	8-23S-32E, SESW	3002545150	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 213H	8-23S-32E, SESW	3002544600	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800

LEASE NUMBER: NMNM63994 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 212Y	8-23S-32E, SESW	3002545150	BONE SPRING 2ND-53800

LEASE NUMBER: NMNM18848 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 212Y	8-23S-32E, SESW	3002545150	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 213H	8-23S-32E, SESW	3002544600	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800

LEASE NUMBER: NMNM62223 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 213H	8-23S-32E, SESW	3002544600	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 215H	8-23S-32E, SESE	3002545066	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 216H	8-23S-32E, SESW	3002545067	BONE SPRING 2ND-53800

LEASE NUMBER: NMNM126065 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 213H	8-23S-32E, SESW	3002544600	BONE SPRING 2ND-53800
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800

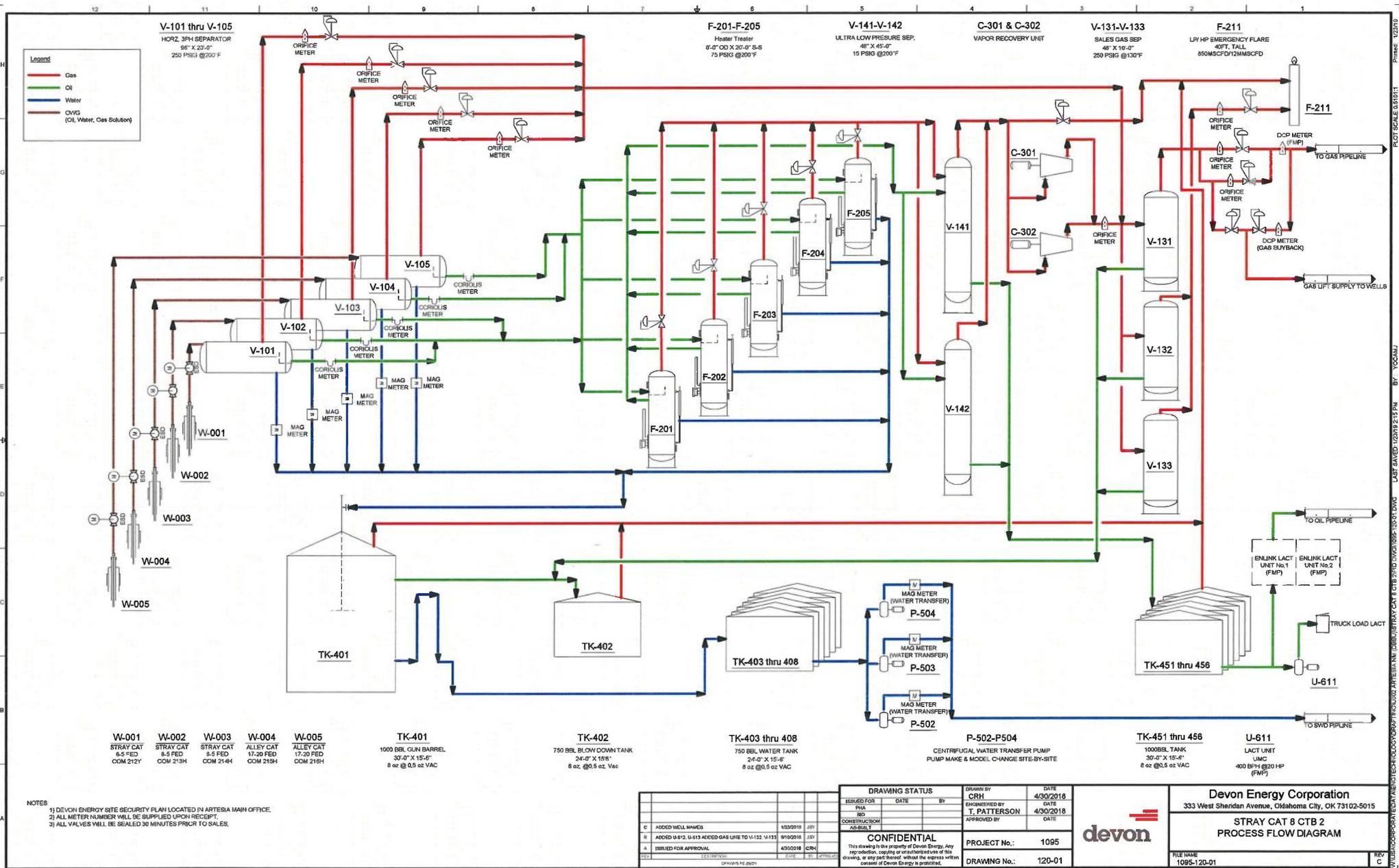
LEASE NUMBER: NMNM097891 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 216H	8-23S-32E, SESW	3002545067	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 215H	8-23S-32E, SESE	3002545066	BONE SPRING 2ND-53800

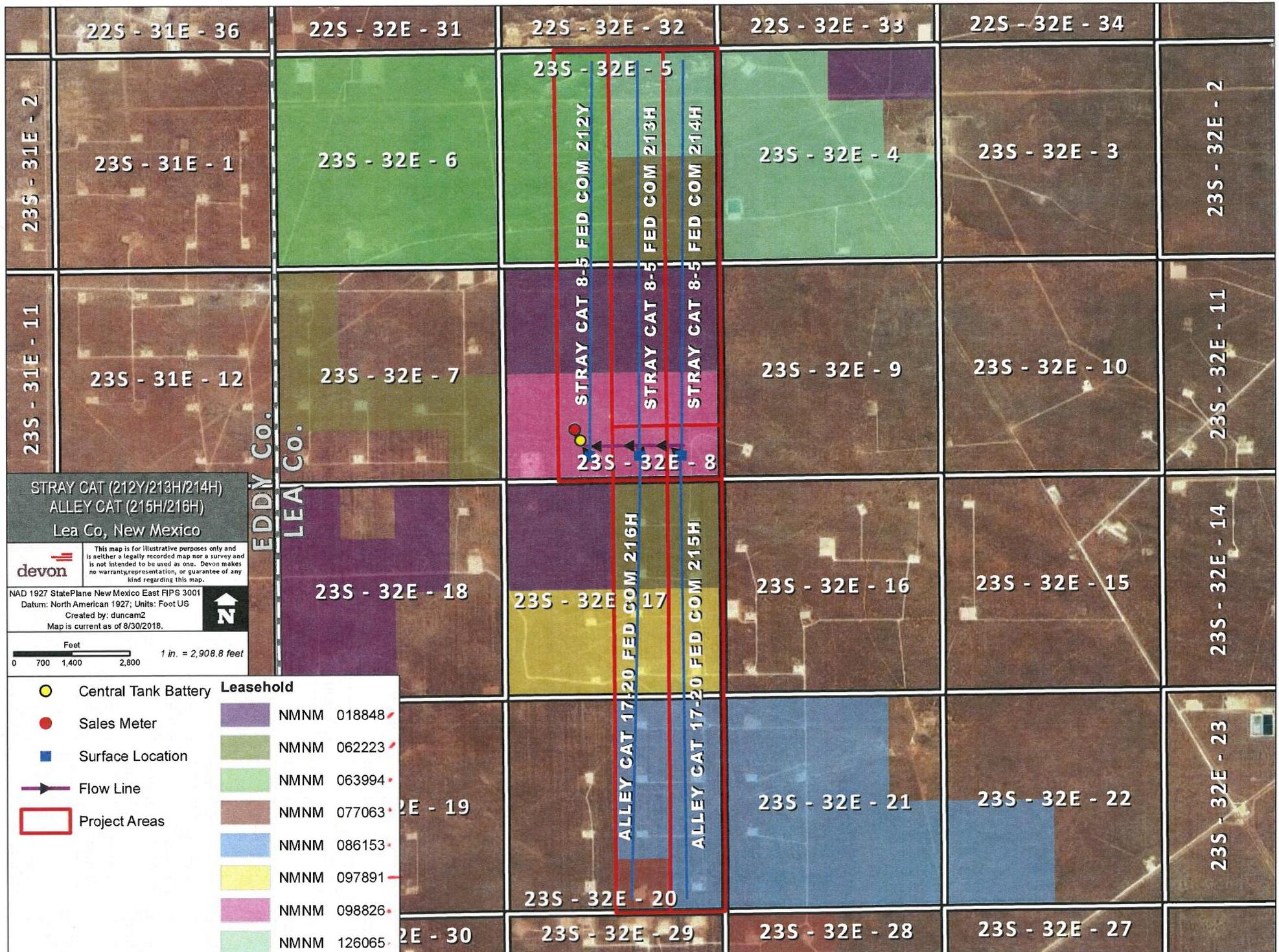
LEASE NUMBER: NMNM086153 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Stray Cat 8-5 Fed Com 214H	8-23S-32E, SESE	3002544601	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 216H	8-23S-32E, SESW	3002545067	BONE SPRING 2ND-53800
Alley Cat 17-20 Fed Com 215H	8-23S-32E, SESE	3002545066	BONE SPRING 2ND-53800

LEASE NUMBER: NMNM077063 RLTY RATE - 12 1/2%			
WELL NAME	LOCATION	API	POOL CODE
Alley Cat 17-20 Fed Com 216H	8-23S-32E, SESW	3002545067	BONE SPRING 2ND-53800

CA BREAKDOWN

CA 1	CA 2	CA 3	CA 4	CA 5
Stray Cat 8-5 Fed Com 212Y	Stray Cat 8-5 Fed Com 213H	Stray Cat 8-5 Fed Com 214H	Alley Cat 17-20 Fed Com 216H	Alley Cat 17-20 Fed Com 215H
NMNM098826	NMNM098826	NMNM098826	NMNM077063	NMNM086153
NMNM018846	NMNM018846	NMNM018846	NMNM086153	NMNM097891
NMNM063994	NMNM063994	NMNM063994	NMNM097891	NMNM062223
	NMNM126065	NMNM126065	NMNM062223	





DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 8/24/2018 10:55 AM

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

Total Acres:
1,954.130

Serial Number
NMNM 018848

Serial Number: NMNM-- - 018848

Name & Address		Int Rel	% Interest
XTO HOLDINGS LLC	22777 SPRINGWOODS VILLAGE PKWY	SPRING TX 773891425	OPERATING RIGHTS 0.000000000
CHEVRON USA INC	6301 DEAUVILLE	MIDLAND TX 797062964	LESSEE 100.000000000
DEVON ENERGY PROD CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK 731025010	OPERATING RIGHTS 0.000000000

Serial Number: NMNM-- - 018848

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

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 018848

23	0230S	0340E	718	FF			NENW,ASGN;	PECOS DISTRICT OFFICE	LEA	BUREAU OF LAND MGMT
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Serial Number: NMNM-- - 018848

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

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 8/24/2018 10:56 AM

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

Total Acres:
617.920

Serial Number
NMNM 062223

Serial Number: NMNM-- - 062223

Name & Address					Int Rel	% Interest
FOUNDATION ENERGY FUND IV-B HOLDING LLC	16000 DALLAS PKWY STE 875	DALLAS	TX	752486643	LESSEE	100.000000000
FOUNDATION ENERGY FUND IV-B HOLDING LLC	16000 DALLAS PKWY STE 875	DALLAS	TX	752486643	OPERATING RIGHTS	0.000000000
ENERVEST ENE INSTNL FUND XI-A	1001 FANNIN ST STE 800	HOUSTON	TX	770026707	OPERATING RIGHTS	0.000000000
SHARBRO ENERGY LLC	PO BOX 840	ARTESIA	NM	882110840	OPERATING RIGHTS	0.000000000
TEXAS REEXPLORATION LTD 01	3025 MAXROY	HOUSTON	TX	77008	OPERATING RIGHTS	0.000000000
ENERVEST ENE INSTNL FUND XI-WI	1001 FANNIN ST STE 800	HOUSTON	TX	770026707	OPERATING RIGHTS	0.000000000
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	OPERATING RIGHTS	0.000000000
SHARBRO OIL LTD CO	423 W MAIN ST	ARTESIA	NM	88210	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- - 062223

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

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 062223

Serial Number: NMNM-- - 062223

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
04/04/1985	387	CASE ESTABLISHED	SPAR506;	
04/05/1985	888	DRAWING HELD		
08/01/1985	237	LEASE ISSUED		
08/14/1985	600	RECORDS NOTED		
08/20/1985	963	CASE MICROFILMED/SCANNED	CNUM 553,417 AC	
09/01/1985	496	FUND CODE	05;145003	
09/01/1985	530	RLTY RATE - 12 1/2%		
09/01/1985	868	EFFECTIVE DATE		
07/07/1986	111	RENTAL RECEIVED	\$0;86-87	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

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

Total Acres:
980.630

Serial Number
NMNM 063994

Serial Number: NMNM-- - 063994

Name & Address					Int Rel	% Interest
EOG RESOURCES INC	PO BOX 4362	HOUSTON TX	772104362	OPERATING RIGHTS	0.000000000	
JACKSON J T	PO BOX 100	ARTESIA NM	88210	OPERATING RIGHTS	0.000000000	
DEVON ENERGY PROD CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK	731025010	OPERATING RIGHTS	0.000000000	
FLETCHER L	PO BOX 100	ARTESIA NM	88210	OPERATING RIGHTS	0.000000000	
DEANS A J	PO BOX 100	ARTESIA NM	88210	OPERATING RIGHTS	0.000000000	
BELLAH C	PO BOX 100	ARTESIA NM	88210100	OPERATING RIGHTS	0.000000000	
GUY JAMES E	PO BOX 100	ARTESIA NM	88210100	OPERATING RIGHTS	0.000000000	
DEVON ENERGY PROD CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK	731025010	LESSEE	100.000000000	

Serial Number: NMNM-- - 063994

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0320E	005	LOTS		3,4;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	005	ALIQ		S2NW,SW;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	006	ALIQ		S2NE,SE,SW,SE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	006	LOTS		1-7;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 063994

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
09/08/1975	387	CASE ESTABLISHED		
10/01/1975	496	FUND CODE	05;145003	
10/01/1975	530	RLTY RATE - 12 1/2%		
10/01/1975	868	EFFECTIVE DATE		
09/14/1984	111	RENTAL RECEIVED	\$0;84-85	
02/19/1985	553	CASE CREATED BY ASGN	OUT OF NMNM26390;	
09/06/1985	111	RENTAL RECEIVED	\$0;85-86	
11/12/1985	600	RECORDS NOTED		
11/20/1985	963	CASE MICROFILMED/SCANNED	CNUM 554,433 AC	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 8/24/2018 10:58 AM

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

Total Acres:
880.000

Serial Number
NMNM 077063

Serial Number: NMNM-- - 077063

Name & Address		Int Rel	% Interest
SIETE OIL & GAS CORP	BOX 2523	ROSWELL NM 882022523	OPERATING RIGHTS 0.000000000
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK 731025010	OPERATING RIGHTS 0.000000000
OXY Y-1 COMPANY	PO BOX 27570	HOUSTON TX 772277570	LESSEE 30.000000000

Serial Number: NMNM-- - 077063

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0320E	020	ALIQ			SWSE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	028	ALIQ			W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	033	ALIQ			SENE,W2,SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 077063

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
08/16/1988	387	CASE ESTABLISHED		
08/17/1988	191	SALE HELD		
08/17/1988	267	BID RECEIVED	\$1760.00;	
08/18/1988	111	RENTAL RECEIVED	\$1320.00;1YR/88-89	
08/29/1988	237	LEASE ISSUED		
09/01/1988	496	FUND CODE	05;145003	
09/01/1988	530	RLTY RATE - 12 1/2%		
09/01/1988	868	EFFECTIVE DATE		
09/01/1988	909	BOND ACCEPTED	EFF 03/21/84;NM0402	
09/30/1988	974	AUTOMATED RECORD VERIF	LBO/TJA	
12/22/1988	140	ASGN FILED	YATES/YATES ET AL	
02/02/1989	139	ASGN APPROVED	EFF 01/01/89;	
02/02/1989	974	AUTOMATED RECORD VERIF	DGT/DO	
02/08/1989	600	RECORDS NOTED		
02/10/1989	963	CASE MICROFILMED/SCANNED	CNUM 566,213	
07/13/1989	111	RENTAL RECEIVED	\$1320.00;1YR/89-90	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

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

Total Acres:
1,000.000

Serial Number
NMNM 086153

Serial Number: NMNM-- - 086153

Name & Address					Int Rel	% Interest
PENWELL ENERGY INC	600 N MARIENFELD #1100	MIDLAND	TX	79701	OPERATING RIGHTS	0.000000000
DEVON ENERGY PROD CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	LESSEE	100.000000000
DEVON ENERGY PROD CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	731025010	OPERATING RIGHTS	0.000000000

Serial Number: NMNM-- - 086153

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0230S	0320E	020	ALIQ		E2E2,W2NE,NWSE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	021	ALIQ		W2E2,W2,E2SE;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	022	ALIQ		SW;		CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 086153

Serial Number: NMNM-- - 086153

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
01/15/1991	387	CASE ESTABLISHED	9101164	
01/16/1991	191	SALE HELD		
01/16/1991	267	BID RECEIVED	\$140000.00;	
01/16/1991	392	MONIES RECEIVED	\$2000.00;	
01/28/1991	392	MONIES RECEIVED	\$138000.00;	
03/11/1991	237	LEASE ISSUED		
03/11/1991	974	AUTOMATED RECORD VERIF	SSP/LR	
03/15/1991	111	RENTAL RECEIVED	\$1500.00;21/023570995	
04/01/1991	496	FUND CODE	05;145003	
04/01/1991	530	RLTY RATE - 12 1/2%		
04/01/1991	868	EFFECTIVE DATE		
04/25/1991	932	TRF OPER RGTS FILED	SF ENE/MITCHELL ENE	
05/06/1991	600	RECORDS NOTED		
06/24/1991	933	TRF OPER RGTS APPROVED	SF ENE/MITCHELL ENE	
06/24/1991	974	AUTOMATED RECORD VERIF	RAO/CG	
03/02/1992	111	RENTAL RECEIVED	\$1500.00;21/12924	

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

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

Total Acres:
320.000

Serial Number
NMNM 097891

Serial Number: NMNM-- - 097891

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

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	Serial Number: NMNM-- - 097891	County	Mgmt Agency
23	0230S	0320E	017	ALIQ			S2;	CARLSBAD FIELD OFFICE	LEA		BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 097891

Act Date	Act Code	Action Txt	Action Remarks	Serial Number: NMNM-- - 097891	Pending Off
10/15/1996	387	CASE ESTABLISHED	9610085		
10/16/1996	191	SALE HELD			
10/16/1996	267	BID RECEIVED	\$76800.00;		
10/16/1996	392	MONIES RECEIVED	\$640.00;		
10/29/1996	392	MONIES RECEIVED	\$76160.00;		
11/08/1996	237	LEASE ISSUED			
11/08/1996	974	AUTOMATED RECORD VERIF	BCO		
12/01/1996	496	FUND CODE	05;145003		
12/01/1996	530	RLTY RATE - 12 1/2%			
12/01/1996	868	EFFECTIVE DATE			
12/06/1996	084	RENTAL RECEIVED BY ONRR	\$480.00;11/MULTIPLE		
03/20/1997	963	CASE MICROFILMED/SCANNED			
07/21/1997	140	ASGN FILED	PENWELL/SF ENE RES		
08/07/1997	139	ASGN APPROVED	EFF 08/01/97;		
08/07/1997	974	AUTOMATED RECORD VERIF	MV/MV		
10/15/1997	084	RENTAL RECEIVED BY ONRR	\$480.00;21/0000000094		
10/16/1998	084	RENTAL RECEIVED BY ONRR	\$480.00;21/0000000032		
01/25/1999	899	TRF OF ORR FILED			
02/10/1999	140	ASGN FILED	PENWELL/CONCHO		
03/12/1999	139	ASGN APPROVED	EFF 03/01/99;		
03/12/1999	974	AUTOMATED RECORD VERIF	LR		

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION
 (MASS) Serial Register Page

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

Total Acres:
 320.000

Serial Number
 NMNM 098826

Serial Number: NMNM-- - 098826

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

Serial Number: NMNM-- - 098826

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

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 098826

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

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

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

Total Acres:
677.940

Serial Number
NMNM 126065

Serial Number: NMNM-- - 126065

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

Serial Number: NMNM-- - 126065

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

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 126065

Serial Number: NMNM-- - 126065

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
08/14/2006	940	NAME CHANGE RECOGNIZED	GRUY/CIMAREX OF COLO	
11/29/2010	387	CASE ESTABLISHED	201101003;	
01/19/2011	143	BONUS BID PAYMENT RECD	\$1356.00;	
01/19/2011	267	BID RECEIVED	\$3729000.00;	
01/20/2011	143	BONUS BID PAYMENT RECD	\$3727644.00;	
02/15/2011	237	LEASE ISSUED		
02/15/2011	974	AUTOMATED RECORD VERIF		
03/01/2011	496	FUND CODE	05;145003	
03/01/2011	530	RLTY RATE - 12 1/2%		
03/01/2011	868	EFFECTIVE DATE		
03/17/2011	140	ASGN FILED	MILES ET/CIMAREX E;1	
06/06/2011	139	ASGN APPROVED	EFF 04/01/11;	
06/06/2011	974	AUTOMATED RECORD VERIF	RAYO/RAYO	
12/13/2012	643	PRODUCTION DETERMINATION	/1/ 30-025-40534;	
12/13/2012	650	HELD BY PROD - ACTUAL	/1/ 30-025-40534;	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Stray Cat/ Alley Cat Repsondent list

Morris E Schertz	PO Box 2588	Roswell, NM 88202
F Andrews Grooms	PO Box 2990	Ruidoso, NM 88355
The Oakason Jr Company, LC	PO Box 840738	Dallas, TX 75284
Eileen Grooms, Trustee of the EMG Revocable Trust	1000 4th Street	Roswell, NM 88201
Jean Oakason Memorial, LLC	3018 E KSEL Drive	Sandy, UT 84092
Harvers Family Trust, Franklin and Roxanne Havers, Trustees	2738 Chokecherry Ave	Henderson, NV 89074
Rolla Hinkle, III	PO Box 2292	Roswell, NM 88202
Richardson Mineral and Royalty, LLC	PO Box 2423	Roswell, NM 88202
Andra Coccimiglio	PO Box 712091	Salt Lake City, UT 84171
Howard Brinton Cahoon	2 E Regal Street #35	Murray, UT 84107
XTO Energy Inc	22777 Springwoods Village Parkway	Spring, TX 77389
Ralph Wharton	208 Sioux Trail	Ashland, OH 44805
Titus Oil and Gas Production, LLC	100 Throckmorton Street, Suite 1630	Fort Worth, TX 76102
Stephen Grooms	PO Box 782302	San Antonio, TX 78230
Madison Hinkle	PO Box 2292	Roswell, NM 88202
Rolla Hinkle, II	PO Box 2292	Roswell, NM 88202
Barbara Hannifin	2716 N Pennsylvania Ave 58	Roswell, NM 88201
Flavian Oil Company	8350 N Central Expressway, suite G100	Dallas, TX 75206
Sharbro Oil Ltd. Co	PO Box 840	Artesia, NM 88211
Sharbro Energy, LLC	423 W Main Street	Artesia, NM 88210
John Thoma, Trustee of the Cornerston Family Trust	PO Box 558	Peyton, CO 80831
Crownrock Minerals, L.P.	PO Box 51933	Midland, TX 79710
George Vaught Jr.	PO Box 13557	Denver, CO 30183
The Taurus Royalty LLC	PO Box 1477	Little Elm, TX 493494
Vendetta Royalty Partners, Ltd	PO Box 141638	Austin, TX 78714
Rave Energy Inc.	PO Box 3087	Houston, TX 77253
Kimbell Royalty Holdings, LLC	PO Box 671099	Dallas, TX 75367
Kingdom Investments Limited	2101 Cedar Springs Road, Suite 600	Dallas, TX 75201
Chisos Minerals LLC	1111 Bagby Street, suite 2150	Houston, TX 77002
Paul R Barwis	PO Box 230	Midland, TX 79702
Jareed Partners LTD	PO Box 51451	Midland, TX 79710
OXY Y- 1 Company	5 Greenway Plaza, suite 110	Houston, TX 77046

**Bureau of Land Management
Carlsbad Field Office
620 East Greene Street
Carlsbad, New Mexico 88220
575-234-5972**

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

**Devon Energy Production Company
Stray Cat 8 CTB 2**

**Leases: NMNM018848, NMNM062223, NMNM063994, NMNM077063,
NMNM086153, NMNM097891, NMNM098826, NMNM126065**

Approval of comingling of measurement and sales of production is subject to the following conditions of approval:

1. This approval is subject to like approval by the New Mexico Oil Conservation Division.
 - a. All well tests for allocation shall be performed per NMOCD requirements.
2. This agency shall be notified of any spill or discharge as required by NTL-3A.
3. This agency reserves the right to modify or rescind approval whenever it determines continued use of the approved method may adversely affect the public's interest (surface and/or subsurface). This includes negative impacts to royalties due to price deducts according to purchaser contracts.
4. Off-lease measurement, storage and sales from sources in this package are approved. This does not constitute a right-of-way approval for any off-lease operations. Within 30 days, an application for right-of-way approval shall be submitted to the CFO realty department, if not already done.
5. Gas measurement for allocation shall be measured as per 43 CFR 3175 and API requirements.
6. Oil measurement for allocation shall be measured as per 43 CFR 3174 and API requirements.
7. All oil and gas subject to royalty shall be measured and reported to ONRR as required, unless otherwise approved by an Authorized Officer. Aside from exceptions listed in 43 CFR 3179, all flared/vented gas volumes are royalty bearing and shall be reported on OGOR "B" as disposition code "33" for royalty-bearing flared gas and disposition code 63 for royalty-bearing vented gas.
8. This agency shall be notified of any change in sales method or location of the sales point.
9. Additional wells require a new and updated comingling application.
10. In lieu of FMP numbers on the site facility diagram, which shall be submitted within 30 days of the facility becoming operational per 43 CFR 3173.11, include all meter serial numbers or assign unique meter ID numbers that are reflected in the field. This is to include allocation meters.
11. This approval does not authorize bypasses around any allocation meter or metering separator, this is to include the use of headers to divert production to production equipment other than the approved measurement points.
12. Vapors will be recovered and added back into the sales or flare line where it will be metered with the CTB's main production. Vapor recovery equipment is also approved with this application.

13. Approval for combining production from various sources, as well as off-lease operations, is a privilege which is granted to lessees for the purpose of aiding conservation and extending the economic life of leases. Applicants should be cognizant that failure to operate in accordance with the provisions outlined in the Authorized Officer's conditions of approval and/or subsequent stipulations or modifications will subject such approval to revocations.

01312020 DR

CustomerReference	STATUS	EMAIL	EMAIL SENT	Read by owner	AttentionTo	Organization	Address1	Address2	Address3	City	Region	Country	Phone	Email	Notes	Residential	DUNS	PostalCode
9414 8149 0152 7181 9107 51	Delivered					CNRR ROYALTY MANAGEMENT PROGRAM	PO BOX 25627			DENVER	FL	US						80225-0627
9414 8149 0152 7181 9107 63	Delivery Attempt: Action Needed	ITALIERINE@GOLDKING.NET	2/18/2021	Thursday, February 18, 2021 5:30:57 PM		RAVE ENERGY INC DBA GEP III	P O BOX 3087			HOUSTON	TX	US						77253-3087
9414 8149 0152 7181 9107 75	Delivered					PAUL R BARWIS % DUTTON HARRIS & CO	PO BOX 230			MIDLAND	TX	US						79702
9414 8149 0152 7181 9107 79	Delivered					BASED PARTNERS LTD A TEXAS LIMITED PARTNERSHIP	PO BOX 34561			MIDLAND	TX	US						79702-3451
9414 8149 0152 7181 9107 99	Delivered to Agent					CHSOS MINERALS LLC	1111 BARBY ST STE 2150			HOUSTON	TX	US						77002
9414 8149 0152 7181 9108 05	Delivered					BY ROYALTY LTD CO STEPHANIE A NORIEGA-GARCIA AIF	327 W MAIN			ARTESIA	NM	US						88210
9414 8149 0152 7181 9108 13	Delivered					VENETTA ROYALTY PARTNERS LTD THOMAS L TAYLOR III RECEIVER VENETTA ROYALTY MGMT LLC	7600 W TOWNELL STE 800			HOUSTON	TX	US						77000
9414 8149 0152 7181 9108 28	Delivered					KINGDOM INVESTMENTS LIMITED	2101 CEDAR SPRINGS RD STE 600			DALLAS	TX	US						75201
9414 8149 0152 7181 9108 38	Delivery Attempt: Action Needed					RAVE ENERGY INC	PO BOX 3087			HOUSTON	TX	US						77253-3087
9414 8149 0152 7181 9108 43	Delivered	ITALIERINE@GOLDKING.NET	2/18/2021	Thursday, February 18, 2021 5:30:57 PM		CROWNCOCK MINERALS LP	PO BOX 51933			MIDLAND	TX	US						79710
9414 8149 0152 7181 9108 50	Delivered					EOG RESOURCES INC	PO BOX 840321			DALLAS	TX	US						75284-0321
9414 8149 0152 7181 9108 67	Delivered					GEORGE G VAUGHT JR	PO BOX 13557			DENVER	CO	US						80201-3557
9414 8149 0152 7181 9108 74	Delivered					RIMMELL ROYALTY HOLDINGS LLC % DUNCAN MANAGEMENT LLC	PO BOX 673099			DALLAS	TX	US						75381-3099
9414 8149 0152 7181 9108 81	Delivered					TAURUS ROYALTY LLC % ROBERT B PAYNE JR	PO BOX 1477			LITTLE ELK	TX	US						79068-1477
9414 8149 0152 7181 9108 98	Delivered					SHARBRO ENERGY LLC ELIZABETH A BAKER AIF	PO BOX 840			ARTESIA	NM	US						88210
9414 8149 0152 7181 9109 04	Delivered					SHARBRO ENERGY LLC ELIZABETH A BAKER AIF	PO BOX 840			ARTESIA	NM	US						88210
9414 8149 0152 7181 9109 11	Delivered					CORNERSTONE FAMILY TRUST JOHN KYLE THOMA SUCC TTEE	PO BOX 558			PRYTON	CO	US						80851
9414 8149 0152 7181 9109 28	Delivered					MC MULLEN MINERALS LLC	PO BOX 470857			FORT WORTH	TX	US						76147
9414 8149 0152 7181 9109 35	Delivered					RICHARDSON MINERAL & ROYALTY LLC	PO BOX 2423			ROSWELL	NM	US						88202
9414 8149 0152 7181 9109 40	Delivered					DRAGON CREEK MINERALS LLC	PO BOX 470857			FORT WORTH	TX	US						76147
9414 8149 0152 7181 9109 56	Delivered					FLAVAN OIL COMPANY	8530 N CENTRAL EXPWY STE G100			DALLAS	TX	US						75206
9414 8149 0152 7181 9109 66	Delivered					ANDRA COCCIMIGLIO	PO BOX 712091			SALT LAKE CITY	UT	US						84171-2091
9414 8149 0152 7181 9109 73	Delivered					NUOVO SEIS LP	PO BOX 2388			ROSWELL	NM	US						88202-2388
9414 8149 0152 7181 9109 80	Delivered					MAP RESOURCES INC	PO BOX 3936			MIDLAND	TX	US						79702
9414 8149 0152 7181 9109 97	Delivered					THE OKASON JR CO LC BANK OF AMERICA NA AGENT	PO BOX 840738			DALLAS	TX	US						75284-0738
9414 8149 0152 7181911000	Delivery Attempt: Action Needed	REVENUE@SANTALENA.P.C	2/18/2021	Thursday, February 18, 2021 5:18:49 PM		SANTA ELENA MINERALS V LP	PO BOX 2064			MIDLAND	TX	US						79702
9414 8149 0152 7181911017	Delivery Attempt: Action Needed; being returned	FAHANNFIN@AOL.COM	2/18/2021			MOTOWI LLC	P O BOX 350010			WESTMINSTER	CO	US						80035-0010
9414 8149 0152 7181911024	Delivered					JEAN C OKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROMBIE MANAGERS % LANI ABERCROMBIE AGENT	3018 E PSEL DR			SANDY	UT	US						84092
9414 8149 0152 7181911031	Delivered					MORRIS S SCHERTZ	PO BOX 3588			ROSWELL	NM	US						88202-2588
9414 8149 0152 7181 9110 48	Delivered					FFF INC	PO BOX 20129			SARASOTA	FL	US						34276-3129
9414 8149 0152 7181911055	Delivered					EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST	1000 4TH ST			ROSWELL	NM	US						88201
9414 8149 0152 7181911062	Delivered					PEGASUS RESOURCES NM LLC	PO BOX 470698			FORT WORTH	TX	US						76147
9414 8149 0152 7181911079	Delivered					PEGASUS RESOURCES LLC	PO BOX 470698			FORT WORTH	TX	US						76147
9414 8149 0152 7181911086	Delivery Attempt: Action Needed; being returned	FAHANNFIN@AOL.COM	2/18/2021			MW OIL INVESTMENT COMPANY	PO BOX 350010			WESTMINSTER	CO	US						80035
9414 8149 0152 7181911093	Delivered					MERREL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO AGENTS	3100 MONTICELLO AVE STE 500			DALLAS	TX	US						75205
9414 8149 0152 7181911109	Delivered					JUSTIN T CRUM	PO BOX 3598			ROSWELL	NM	US						88202
9414 8149 0152 7181911116	Delivered					TD MINERALS LLC	8111 WESTCHESTER DR STE 900			DALLAS	TX	US						75225
9414 8149 0152 7181911123	Delivered					T-BAR OIL & GAS LTD	PO BOX 247			CRESTED BUTTE	CO	US						81224
9414 8149 0152 7181911130	Delivered					BOLLA R HINKLE II	PO BOX 2292			ROSWELL	NM	US						88202-2292
9414 8149 0152 7181911147	Delivered					PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO	4245 N CENTRAL EXPWY STE 320			DALLAS	TX	US						75205
9414 8149 0152 7181911154	Delivered					TD MINERALS LLC	8111 WESTCHESTER DR STE 900			DALLAS	TX	US						75225
9414 8149 0152 7181911161	Delivered					MORRIS S SCHERTZ & WIFE HOLLY K SCHERTZ	PO BOX 2588			ROSWELL	NM	US						88202-2588

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

HOBBS OCD

AUG 06 2018

RECEIVED

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-029-49066		2 Pool Code 53560 52900		3 Pool Name Salt Lake; Bone Spring	
4 Property Code 32-22-36		5 Property Name ALLEY CAT 17-20 FED COM			6 Well Number 215H
7 OGRID No. 6137		8 Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			9 Elevation 3620.4

10 Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	8	23 S	32 E		598	SOUTH	994	EAST	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
P	20	23 S	32 E		330	SOUTH	920	EAST	LEA

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

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

NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) UNLESS NOTED OTHERWISE. STATE PLANE EAST COORDINATES ADJUSTED TO THE SURFACE VERTICAL DATUM NAVD83.

WELL LOCATION:
LAT. = 32.3134709°N (NAD83)
LONG. = 103.6913848°W
ELEV. = 3620.4'

BOTTOM OF HOLE:
LAT. = 32.2837034°N
LONG. = 103.6911316°W

17 OPERATOR CERTIFICATION

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

Signature: *Chance Bland* Date: **2/2/2018**

Printed Name: **chance Bland**

E-mail Address: **chance.bland@dvn.com**

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.

Date of Survey: **SEPTEMBER 14, 2017**

Signature and Seal of Professional Surveyor: *Filimon F. Jaramillo*

Certificate Number: **FILIMON F. JARAMILLO, PLS 12797**

SURVEY NO. 5577

54

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
RECOMMENDED REPORT

HOBBS OCD
AUG 06 2018
RECEIVED

WELL LOCATION AND ACREAGE DEDICATION PLAT

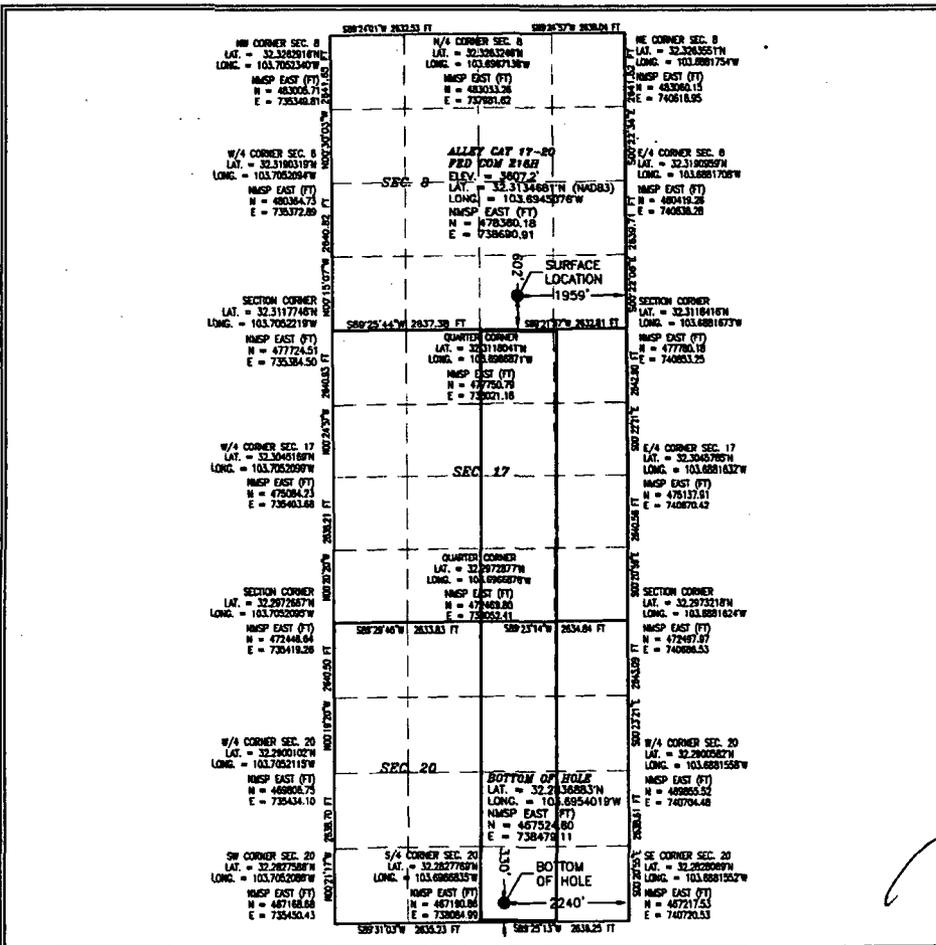
¹ API Number 30-024 45067	² Pool Code 53560 53800	³ Pool Name Salt Lake; Bone Spring
⁴ Property Code 322236	⁵ Property Name ALLEY CAT 17-20 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 216H
		⁹ Elevation 3607.2

¹⁰ Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	8	23 S	32 E		602	SOUTH	1959	EAST	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
O	20	23 S	32 E		330	SOUTH	2240	EAST	LEA

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

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



¹⁷ OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature: *Jenny Harms* Date: 6-4-2018
Printed Name: Jenny Harms
E-mail Address: Jenny.harms@dvn.com

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.

Date of Survey: JANUARY 8, 2018
Signature and Seal of Professional Surveyor: *FILMON F. JARAMILLO*
Certificate Number: FILMON F. JARAMILLO, PLS 12797
SURVEY NO. 5576B

4/2

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

HOBBS OCD
APR 01 2019
RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45150		² Pool Code 53800		³ Pool Name SAND DUNES; BONESPRING	
⁴ Property Code 320993		⁵ Property Name STRAY CAT 8-5 FED COM			⁶ Well Number 212Y
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3600.1

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	8	23 S	32 E		568	SOUTH	2081	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
3	5	23 S	32 E		2	NORTH	2208	WEST	LEA

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

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

Diagram showing well location and acreage with various corner coordinates and bearings. Key features include: NW CORNER SEC. 5, W Q CORNER SEC. 5, NW CORNER SEC. 8, W Q CORNER SEC. 8, SW CORNER SEC. 8, NE CORNER SEC. 5, E Q CORNER SEC. 5, NE CORNER SEC. 8, E Q CORNER SEC. 8, SE CORNER SEC. 8. The well location is marked as 'AS-DRILLED' and 'STRAY CAT 8-5 FED COM 212Y'. Bearings and distances are provided for all boundary lines.

¹⁷ OPERATOR CERTIFICATION

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

Jenny Harms 3-27-2019
Signature Date

JENNY HARMS
Printed Name

JENNY.HARMS@DVN.COM
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

MARCH 14, 2019
Date of Survey

FILIPON F. JARAMILLO
Signature and Seal of Professional Surveyor

Certificate Number: **FILIPON F. JARAMILLO, PLS 12797**
SURVEY NO. 51988

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NM NM 138764

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 8: E2W2

Section 5: Lot 3, SENW, E2SW

Lea County, New Mexico

Containing 319.52 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack
Catherine Lebsack, Vice President

RL

Chevron USA, Inc.
(Record Title Owner)

Date: _____

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

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires:



Courtney Thomas
Notary Public

STATE OF Texas §
 §
COUNTY OF Midland §

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

My Commission Expires:

Donna Braden
Notary Public



EXHIBIT "A"

To Communitization Agreement dated July 1, 2018 embracing E2W2 of Section 8 and E2SW, SENW, & Lot 3 of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

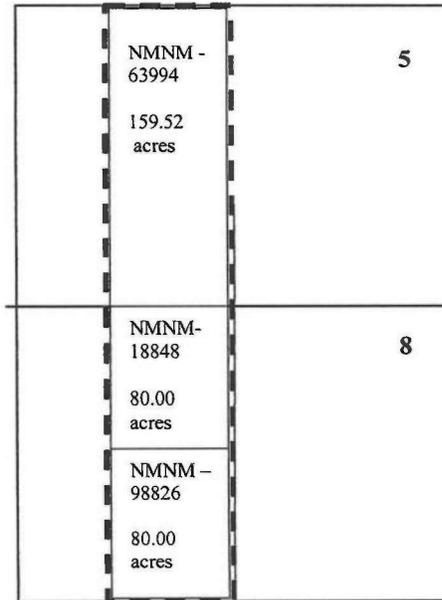


EXHIBIT "B"

To Communitization Agreement dated July 1, 2018 embracing E2W2 of Section 8 and E2SW, SENW, & Lot 3 of Section 5, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM - 98826
Lease Date:	June 1, 1997
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Devon Energy Corporation
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 8: Insofar and only insofar as said lease covers E2SW
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100.00%
Name and Percent ORRI Owners:	ORRI Owners of Record

Tract No. 2

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

Original Lessee: Ralph D. Wharton

Present Lessee: Chevron USA Inc. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 8: Insofar and only insofar as said lease covers
E2NW

Number of Acres: 80.00

Royalty Rate: 1/8th

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

Contractual WI Ownership: Devon Energy Production Company, L.P. - 96.2%
Titus Oil & Gas – 3.8%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM – 63994 (segregated from NMNM-26390)

Lease Date: October 1, 1975

Lease Term: 10 years

Lessor: United States of America

Original Lessee: William H. Wyatt

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

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 5: Insofar and only insofar as said lease covers
E2SW, SENW, & Lot 3

Number of Acres: 159.52

Royalty Rate: 1/8th

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

Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.03755633%
Tract No. 2	80.00	25.03755633%
<u>Tract No. 3</u>	<u>159.52</u>	<u>49.92488734%</u>
	319.52	100.00%



United States Department of the Interior

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



IN RE REFERENCE TO
NMNM138764
3105.2 (P0220)

SEP - 7 2018

Reference:

Communitization Agreement
Stray Cat 8-5 Fed Com #212H - now 212Y
Section 05: Lot 3, SENW, E2SW,
Section 08: E2W2
T. 23 S., R. 32 E., N.M.P.M.
Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM138764 involving 80 acres of Federal land in lease NMNM 98826, 80 acres of Federal land in lease NMNM 18848, and 159.52 acres of Federal land in lease NMNM 63994, Lea County, New Mexico, which comprise a 319.52 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the Lot 3, SESW, E2SW, Sec. 05 and E2W2 Sec. 08, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective July 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

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

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

Sincerely,



Sheila Mallory
Deputy State Director,
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

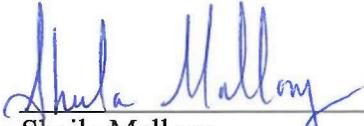
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the Lot 3, SENW, E2SW of sec. 05 and E2W2 Sec. 08, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

Approved: SEP - 7 2018



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: 07/01/2018

Contract No.: Com. Agr. NMNM138764

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NMNM 138943

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 8: W2E2

Section 5: Lot 2, SWNE, W2SE

Lea County, New Mexico

Containing 319.5 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack
Catherine Lebsack, Vice President

re
[Signature]

Chevron USA, Inc.
(Record Title Owner)

Date: _____

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

Cimarex Energy Co.
(Record Title Owner)

Date: _____

By: _____
Name: _____
Title: _____

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

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

Date: _____

By: _____
Catherine Lebsack, Vice President

Chevron USA Inc.
(Record Title Owner)

Date: _____

By: _____
Name: _____
Title: _____

Cimarex Energy Co.
(Record Title Owner)

Date: _____

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

OTE RDM

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

Date: 7/26/2018



By:

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

—
—
—

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____

Name: Elizabeth Baker

Title: Landman

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

Date: _____

By: _____

Name: _____

Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: 6/22/18 _____

By: Jim Baker _____

Name: Elizabeth Baker

Title: Landman

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires:



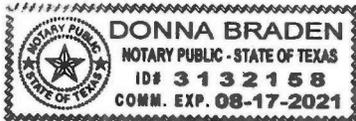
Courtney Thomas
Notary Public

STATE OF Texas §
 §
COUNTY OF Midland §

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

My Commission Expires:

Donna Braden
Notary Public



ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires: _____
Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

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

My Commission Expires: _____
Notary Public

STATE OF Texas §
 §
COUNTY OF Midland §

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

My Commission Expires: _____
Kimi Brownlee
Notary Public

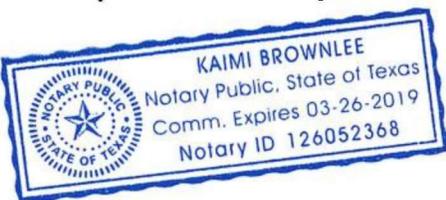


EXHIBIT "A"

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

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

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

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM - 98826
Lease Date:	June 1, 1997
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Devon Energy Corporation
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 8: Insofar and only insofar as said lease covers W2SE
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100.00%
Name and Percent ORRI Owners:	ORRI Owners of Record

Tract No. 2

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

Original Lessee: Ralph D. Wharton

Present Lessee: Chevron USA Inc. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 8: Insofar and only insofar as said lease covers
W2NE

Number of Acres: 80.00

Royalty Rate: 1/8th

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

Contractual WI Ownership: Devon Energy Production Company, L.P. - 96.2%
Titus Oil & Gas – 3.8%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holdings LLC – 100%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 5: Insofar and only insofar as said lease covers
W2SE

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 25.00%
Sharbro Energy LLC – 75.00%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 4

Lease Serial No.: NMNM-126065

Lease Date: March 1, 2011

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Miles Ronald

Present Lessee: Cimarex Energy Company of Colorado

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

Number of Acres: 79.50

Royalty Rate: 1/8th

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

Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

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



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

www.blm.gov/new-mexico

IN REPLY REFER TO:

NMNM138943

3105.2 (P0220)

SEP 24 2018

Reference:

Communitization Agreement

Stray Cat 8-5 Fed Com #213H

Section 08: W2E2

Section 05: Lot 2, SWNE, W2SE

T. 23 S., R. 32 E., N.M.P.M.

Lea County, NM

RECEIVED
SEP 28 2018
LAND DEPARTMENT

Devon Energy Production Company, LP

333 W. Sheridan Ave.

Oklahoma City, OK 73102-5015

To Whom it May Concern:

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

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

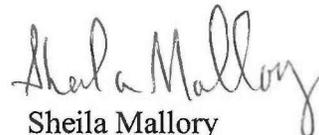
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

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

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

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

Sincerely,



Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

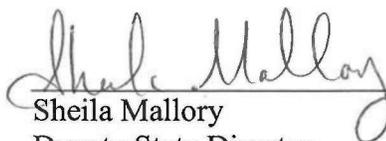
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering Lot 2, SWNE, W2SE of sec. 05 and W2E2 of sec. 08, T. 23 S., R. 31 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

Approved: **SEP 24 2018**


Sheila Mallory
Deputy State Director
Division of Minerals

Effective: July 1, 2018

Contract No.: Com. Agr. NMNM138943

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NMNM 138944

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 8: E2E2

Section 5: Lot 1, SENE, E2SE

Lea County, New Mexico

Containing 319.49 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack
Catherine Lebsack, Vice President

TL

Chevron USA, Inc.
(Record Title Owner)

Date: _____

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

Cimarex Energy Co.
(Record Title Owner)

Date: _____

By: _____
Name: _____
Title: _____

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(Operator, Record Title and Operating Rights Owner)

Date: _____

By: _____
Catherine Lebsack, Vice President

Chevron USA Inc.
(Record Title Owner)

Date: _____

By: _____
Name: _____
Title: _____

Cimarex Energy Co.
(Record Title Owner)

Date: _____

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

CTE 10/24

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

Date: 7/26/2018

By: 

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

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____
Name: Elizabeth Baker
Title: Landman

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

Date: _____

By: _____

Name: _____

Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: 6/22/18 _____

By: Elizabeth Baker _____

Name: Elizabeth Baker

Title: Landman

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires:



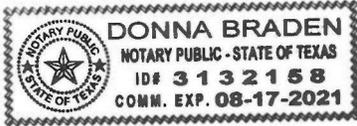
Courtney Thomas
Notary Public

STATE OF Texas §
 §
COUNTY OF Madland §

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

My Commission Expires:

Donna Braden
Notary Public



ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires: _____
Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

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

My Commission Expires: _____
Notary Public

STATE OF Texas §
 §
COUNTY OF Midland §

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

My Commission Expires: _____
Kaimi Brownlee
Notary Public

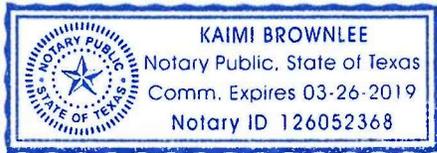


EXHIBIT "A"

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

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

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

EXHIBIT "B"

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

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

Tract No. 2

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

Original Lessee: Ralph D. Wharton

Present Lessee: Chevron USA Inc. – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 8: Insofar and only insofar as said lease covers
E2NE

Number of Acres: 80.00

Royalty Rate: 1/8th

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

Contractual WI Ownership: Devon Energy Production Company, L.P. - 96.2%
Titus Oil & Gas – 3.8%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holdings LLC – 100%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 5: Insofar and only insofar as said lease covers
E2SE

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 25.00%
Sharbro Energy LLC – 75.00%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 4

Lease Serial No.: NMNM-126065

Lease Date: March 1, 2011

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Miles Ronald

Present Lessee: Cimarex Energy Company of Colorado

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

Number of Acres: 79.49

Royalty Rate: 1/8th

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

Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

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



United States Department of the Interior



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

IN REPLY REFER TO:

NMNM138944
3105.2 (P0220)

SEP 24 2018

Reference:

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

RECEIVED
SEP 28 2018
LAND DEPARTMENT

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

To Whom it May Concern:

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

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

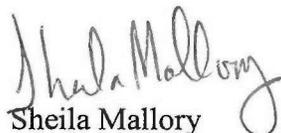
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

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

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

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

Sincerely,



Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

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

Determination - Approval - Certification

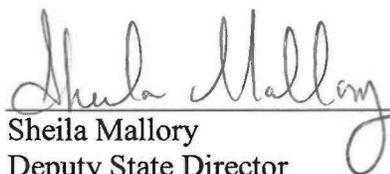
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering Lot 1, SENE,E2SE of sec. 05 and E2E2 of sec. 08, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

Approved: **SEP 24 2018**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: July 1, 2018

Contract No.: Com. Agr. NMNM138944



United States Department of the Interior



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

IN REPLY REFER TO:
IN REPLY REFER TO:
NMNM138763
3105.2 (P0220)

SEP - 7 2018

Reference:
Communitization Agreement
Alley Cat 17-20 Fed Com #215H
Section 17: E2E2
Section 20: E2E2
T. 23 S., R. 32 E., N.M.P.M.
Lea County, NM

RECEIVED
SEP 16 2018
LAND DEPARTMENT

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM138763 involving 80 acres of Federal land in lease NMNM62223, 80 acres of Federal land in lease NMNM 97891, and 160 acres of Federal land in lease NMNM 86153, Lea County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2E2, Sec. 17 and E2E2 Sec. 20, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective August 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

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

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

Sincerely,



Sheila Mallory
Deputy State Director,
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

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

Determination - Approval - Certification

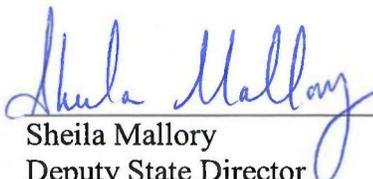
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the E2E2 of sec. 17 and E2E2 Sec. 20, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

Approved: **SEP - 7 2018**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: 08/01/2018

Contract No.: Com. Agr. NMNM138763

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NMNM 138763

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 17: E2E2

Section 20: E2E2

Lea County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack
Catherine Lebsack, Vice President



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

Date: 7/26/2018

By: Joel P. Sauer

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

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____
Elizabeth Baker, Attorney-in-Fact

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

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

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

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

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

Date: _____

By: _____
Catherine Lebsack, Vice President

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

Date: _____

By: _____
Name: _____
Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: 6/22/18

By: 
Elizabeth Baker, Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

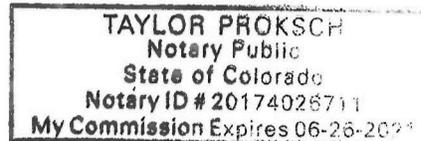
The foregoing instrument was acknowledged before me on this 15th day of August, 2018 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:



Courtney Thomas
Notary Public

STATE OF Colorado §
 §
COUNTY OF Denver §



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

My Commission Expires: 4/26/21

Jayla Renda
Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2018 by Elizabeth Baker, Attorney-in-Fact of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:

Notary Public

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires: _____
Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

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

My Commission Expires: _____
Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF Eddy §

The foregoing instrument was acknowledged before me on this 22nd day of June, 2018 by Elizabeth Baker, Attorney-in-Fact of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires: 10/17/2021
Rayshell Kennedy
Notary Public

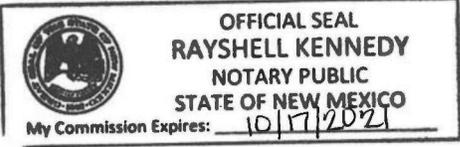


EXHIBIT "A"

To Communitization Agreement dated August 1, 2018 embracing E2E2 of Section 17 and E2E2 Section 20, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

17	NMNM - 62223 80.00 acres
	NMNM - 97891 80.00 acres
20	NMNM- 86153 160.00 acres

EXHIBIT "B"

To Communitization Agreement dated August 1, 2018 embracing E2E2 of Section 17 and E2E2 Section 20, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM-62223
Lease Date:	September 1, 1985
Lease Term:	10 years
Lessor:	United States of America
Original Lessee:	Lillie M. Yates
Present Lessee:	Foundation Energy Fund V-B Holdings LLC – 100%
Description of Land Committed:	<u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 17: Insofar and only insofar as said lease covers E2NE
Number of Acres:	80.00
Royalty Rate:	1/8th
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 81.25% Sharbro Energy LLC – 18.75%
Name and Percent ORRI Owners:	ORRI Owners of Record

Tract No. 2

Lease Serial No.:	NMNM - 97891
Lease Date:	December 1, 1996
Lease Term:	10 years

Lessor: United States of America
 Original Lessee: Penwell Energy Inc.
 Present Lessee: Devon Energy Production Company, LP
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 17: Insofar and only insofar as said lease covers
 E2SE
 Number of Acres: 80.00
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%
 Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-86153
 Lease Date: April 1, 1991
 Lease Term: 10 years
 Lessor: United States of America
 Original Lessee: Santa Fe Energy Operating Partners, LP
 Present Lessee: Devon Energy Production Company, L.P. - 100%
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 20: Insofar and only insofar as said lease covers
 E2E2
 Number of Acres: 160.00
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%
 Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.000000%
Tract No. 2	80.00	25.000000%
<u>Tract No. 3</u>	<u>160.00</u>	<u>50.000000%</u>
	320.00	100.00%



United States Department of the Interior



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

IN REPLY REFER TO:
NMNM138762
3105.2 (P0220)

SEP - 7 2018

Reference:
Communitization Agreement
Alley Cat 17-20 Fed Com #216H
Section 17: W2E2
Section 20: W2E2
T. 23 S., R. 32 E., N.M.P.M.
Lea County, NM

RECEIVED
SEP 10 2018
LAND DEPARTMENT

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM138762 involving 80 acres of Federal land in lease NMNM62223, 80 acres of Federal land in lease NMNM 97891, 120 acres of Federal land in lease NMNM 86153, and 40 acres of Federal land in lease NMNM 77063, Lea County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2, Sec. 17 and W2E2 Sec. 20, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective August 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

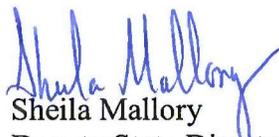
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

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

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

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

Sincerely,


Sheila Mallory
Deputy State Director,
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the W2E2 of sec. 17 and W2E2 Sec. 20, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

Approved: **SEP - 7 2018**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: 08/01/2018

Contract No.: Com. Agr. NMNM138762

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NM NM 138762

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.

Section 17: W2E2

Section 20: W2E2

Lea County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 8-15-2018

By: Catherine Lebsack
Catherine Lebsack, Vice President

TL

EOG Y Resources, Inc.
(Record Title)

Date: July 30, 2018

By: Wendy Dalton *W*
Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

EOG A Resources, Inc.
(Record Title)

Date: July 30, 2018

By: Wendy Dalton *W*
Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

EOG M Resources, Inc.
(Record Title)

Date: July 30, 2018

By: Wendy Dalton *or*
Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

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

Date: _____

By: _____
Name: _____
Title: _____

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: _____

By: _____
Name: _____
Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____
Elizabeth Baker, Attorney-in-Fact

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

Date: 7/20/2018

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

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: _____

By: _____
Name: _____
Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____
Elizabeth Baker, Attorney-in-Fact

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

Date: _____

By: _____
Name: _____
Title: _____

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: 6/26/2018

By: 
Name: Bradley S. Dusek
Title: Attorney-in-fact SD
JUS

Sharbro Energy, LLC
(Operating Rights Owner)

Date: _____

By: _____
Elizabeth Baker, Attorney-in-Fact

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

Date: _____

By: _____

Name: _____

Title: _____

Oxy Y-1 Company
(Record Title and Operating Rights Owner)

Date: _____

By: _____

Name: _____

Title: _____

Sharbro Energy, LLC
(Operating Rights Owner)

Date: 6/22/18

By: 

Elizabeth Baker, Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

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

My Commission Expires:



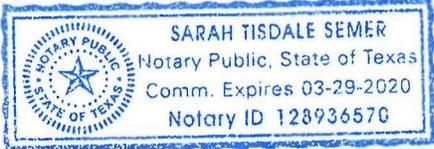
Courtney Thomas
Notary Public

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this 30th day of July, 2018 by Wendy Dalton, as Agent and Attorney-in-Fact on behalf of EOG Y Resources, Inc., a New Mexico Corporation.

My Commission Expires:
March 29, 2020

Sarah Tisdale Semer
Notary Public



STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this 30th day of July, 2018 by Wendy Dalton, as Agent and Attorney-in-Fact on behalf of EOG A Resources, Inc., a New Mexico Corporation.

My Commission Expires:
March 29, 2020

Sarah Tisdale Semer
Notary Public



STATE OF NEW MEXICO §

COUNTY OF Eddy §

The foregoing instrument was acknowledged before me on this 22nd day of June, 2018 by Elizabeth Baker, Attorney-in-Fact of Sharbro Energy LLC, on behalf of said limited liability company.

My Commission Expires:
10/17/2021

Rayshell Kennedy
Notary Public

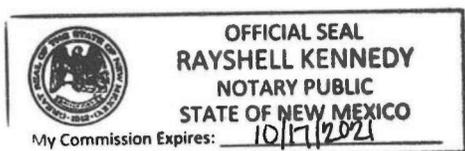


EXHIBIT "A"

To Communitization Agreement dated August 1, 2018 embracing W2E2 of Section 17 and W2E2 Section 20, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

	NMNM - 62223 80.00 acres	17
	NMNM - 97891 80.00 acres	
	NMNM- 86153 120.00 acres	20
	NMNM - 77063 40 acres	

EXHIBIT "B"

To Communitization Agreement dated August 1, 2018 embracing E2W2 of Section 17 and E2W2 Section 20, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM-62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holdings LLC – 100%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 17: Insofar and only insofar as said lease covers W2NE

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 81.25%
 Sharbro Energy LLC – 18.75%

Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 2

Lease Serial No.: NMNM - 97891

Lease Date: December 1, 1996

Lease Term: 10 years

Lessor: United States of America
 Original Lessee: Penwell Energy Inc.
 Present Lessee: Devon Energy Production Company, LP
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 17: Insofar and only insofar as said lease covers
 W2SE
 Number of Acres: 80.00
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%
 Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 3

Lease Serial No.: NMNM-86153
 Lease Date: April 1, 1991
 Lease Term: 10 years
 Lessor: United States of America
 Original Lessee: Santa Fe Energy Operating Partners, LP
 Present Lessee: Devon Energy Production Company, L.P. - 100%
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 20: Insofar and only insofar as said lease covers
 W2NE & NWSE
 Number of Acres: 120.00
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%
 Name and Percent ORRI Owners: ORRI Owners of Record

Tract No. 4

Lease Serial No.: NMNM-77063
 Lease Date: September 1, 1988
 Lease Term: 5 years
 Lessor: United States of America
 Original Lessee: Yates Petroleum Corporation
 Present Lessee: Oxy Y-1 Company – 30.00%
 EOG Y Resources, Inc. – 10.00%
 EOG A Resources, Inc. – 30.00%
 EOG M Resources, Inc. – 30.00%
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 20: Insofar and only insofar as said lease covers
 SWSE
 Number of Acres: 40.00
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Company, L.P. - 70.00%
 Oxy Y-1 Company – 30.00%
 Name and Percent ORRI Owners: ORRI Owners of Record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.000000%
Tract No. 2	80.00	25.000000%
Tract No. 3	120.00	37.500000%
<u>Tract No. 4</u>	<u>40.00</u>	<u>12.500000%</u>
	320.00	100.00%

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: see attachments for multiple wells and API's **API:** _____
Pool: [53800] SAND DUNES; BONE SPRING **Pool Code:** _____

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

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

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

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

Jenny Harms
Print or Type Name

Jenny Harms
Signature

1/29/2021
Date

405-552-6560
Phone Number

jenny.harms@dvn.com
e-mail Address

From: [Harms, Jenny](#)
To: [McClure, Dean, EMNRD](#)
Subject: [EXT] Surface commingling application CTB-989_Stray Cat 8 CTB 2
Date: Tuesday, June 1, 2021 7:52:36 AM

Hi Dean,

I would like to update and confirm that the two letters were mailed and delivered. Please see below:

MOTOWI LLC

2307 Stagecoach Dr.
Las Cruces, NM 88011
[9405509898642696567079](tel:9405509898642696567079)

MW OIL INVESTMENT COMPANY

2307 Stagecoach Dr.
Las Cruces, NM 88011
[9405509898642070484077](tel:9405509898642070484077)

Thank you,

Jenny Harms

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

From: Harms, Jenny
Sent: Tuesday, May 25, 2021 7:34 AM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: RE: [EXTERNAL] surface commingling application CTB-989

Hi Dean,

I am confirming the location of the CTB: 23S-32E-8 (SESW) LETTER N

The two below locations have the same email address of FAHANNIFIN@AOL.COM and in attempt to email a new address was provided below. I will send out the letters today to confirm delivery to the new address. I will update you with tracking and delivery confirmation.

2307 Stagecoach Dr.
Las Cruces, NM 88011

Thank you,

Jenny Harms

Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@dyn.com

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

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Monday, May 24, 2021 6:26 PM
To: Harms, Jenny <Jenny.Harms@dvn.com>
Subject: [EXTERNAL] surface commingling application CTB-989

Ms. Harms,

I am reviewing surface commingling application CTB-989 which involves the Stray Cat 8 CTB 2 operated by Devon Energy Production Company, LP (6137).

Please confirm that the battery and sales meters are in Unit N, Section 8, Township 23 South, Range 32 East.

Please confirm that the following persons have received notice of this application:

3/8/2021	MOTOWI LLC	9414 8149 0152 7181 9110 17	Returned
3/19/2021	MW OIL INVESTMENT COMPANY	9414 8149 0152 7181 9110 86	Returned

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

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

From: [Engineer, OCD, EMNRD](#)
To: [Harms, Jenny](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)
Subject: Approved Administrative Order CTB-989
Date: Monday, June 14, 2021 11:21:52 AM
Attachments: [CTB989 Order.pdf](#)

NMOCD has issued Administrative Order CTB-989 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-44600	Stray Cat 8 5 Federal Com #213H	W/2 E/2	5-23S-32E	53800
		W/2 E/2	8-23S-32E	
30-025-44601	Stray Cat 8 5 Federal Com #214H	E/2 E/2	5-23S-32E	53800
		E/2 E/2	8-23S-32E	
30-025-45066	Alley Cat 17 20 Federal Com #215H	E/2 E/2	17-23S-32E	53800
		E/2 E/2	20-23S-32E	
30-025-45067	Alley Cat 17 20 Federal Com #216H	W/2 E/2	17-23S-32E	53800
		W/2 E/2	20-23S-32E	
30-025-45150	Stray Cat 8 5 Federal Com #212Y	E/2 W/2	5-23S-32E	53800
		E/2 W/2	8-23S-32E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. A copy of the order is attached. Please contact me with any questions regarding this matter.

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Notice

Order: CTB-989

Operator: Devon Energy Production Company, LP (6137)

Publication Date:

Initial Notice Date:

Noticed Persons

Date	Person	Certified Tracking Number	Status
2/6/2021	ONRR ROYALTY MANAGEMENT PROGRA	9414 8149 0152 7181 9107 51	Delivered
3/12/2021	RAVE ENERGY INC DBA GEP III	9414 8149 0152 7181 9107 68	Delivered
2/8/2021	PAUL R BARWIS % DUTTON HARRIS & CC	9414 8149 0152 7181 9107 75	Delivered
2/10/2021	JAREED PARTNERS LTD A TEXAS LIMITE	9414 8149 0152 7181 9107 82	Delivered
2/8/2021	CHISOS MINERALS LLC	9414 8149 0152 7181 9107 99	Delivered
2/5/2021	BY ROYALTY LTD CO STEPHANIE A NORI	9414 8149 0152 7181 9108 05	Delivered
2/8/2021	VENDETTA ROYALTY PARTNERS LTD TH	9414 8149 0152 7181 9108 12	Delivered
2/5/2021	KINGDOM INVESTMENTS LIMITED	9414 8149 0152 7181 9108 29	Delivered
3/12/2021	RAVE ENERGY INC	9414 8149 0152 7181 9108 36	Delivered
2/10/2021	CROWNROCK MINERALS LP	9414 8149 0152 7181 9108 43	Delivered
2/6/2021	EOG RESOURCES INC	9414 8149 0152 7181 9108 50	Delivered
2/10/2021	GEORGE G VAUGHT JR	9414 8149 0152 7181 9108 67	Delivered
2/5/2021	KIMBELL ROYALTY HOLDINGS LLC % DI	9414 8149 0152 7181 9108 74	Delivered
2/5/2021	TAURUS ROYALTY LLC % ROBERT B PAY	9414 8149 0152 7181 9108 81	Delivered
2/5/2021	SHARBRO ENERGY LLC ELIZABETH A BA	9414 8149 0152 7181 9108 98	Delivered
2/5/2021	SHARBRO ENERGY LLC ELIZABETH A BA	9414 8149 0152 7181 9109 04	Delivered
2/6/2021	CORNERSTONE FAMILY TRUST JOHN KY	9414 8149 0152 7181 9109 11	Delivered
2/5/2021	MCMULLEN MINERALS LLC	9414 8149 0152 7181 9109 28	Delivered
2/5/2021	RICHARDSON MINERAL & ROYALTY LLC	9414 8149 0152 7181 9109 35	Delivered
2/5/2021	DRAGOON CREEK MINERALS LLC	9414 8149 0152 7181 9109 42	Delivered
2/5/2021	FLAVIAN OIL COMPANY	9414 8149 0152 7181 9109 59	Delivered
2/8/2021	ANDRA COCCIMIGLIO	9414 8149 0152 7181 9109 66	Delivered
2/5/2021	NUEVO SEIS LP	9414 8149 0152 7181 9109 73	Delivered
2/8/2021	MAP RESOURCES INC	9414 8149 0152 7181 9109 80	Delivered
2/6/2021	THE OAKASON JR CO LC BANK OF AMER	9414 8149 0152 7181 9109 97	Delivered
3/19/2021	SANTA ELENA MINERALS V LP	9414 8149 0152 7181 9110 00	Delivered
3/8/2021	MOTOWI LLC	9414 8149 0152 7181 9110 17	Returned
2/6/2021	JEAN C OAKASON MEMORIAL LLC DAVII	9414 8149 0152 7181 9110 24	Delivered
2/5/2021	MORRIS E SCHERTZ	9414 8149 0152 7181 9110 31	Delivered
2/6/2021	FFF INC	9414 8149 0152 7181 9110 48	Delivered
2/5/2021	EILEEN M GROOMS TTEE OF EMG REVOC	9414 8149 0152 7181 9110 55	Delivered
2/5/2021	PEGASUS RESOURCES NM LLC	9414 8149 0152 7181 9110 62	Delivered
2/5/2021	PEGASUS RESOURCES LLC	9414 8149 0152 7181 9110 79	Delivered
3/19/2021	MW OIL INVESTMENT COMPANY	9414 8149 0152 7181 9110 86	Returned
2/5/2021	MERPEL LLC PONY OIL OPERATING LLC	9414 8149 0152 7181 9110 93	Delivered
2/9/2021	JUSTIN T CRUM	9414 8149 0152 7181 9111 09	Delivered
2/5/2021	TD MINERALS LLC	9414 8149 0152 7181 9111 16	Delivered
2/10/2021	T-BAR OIL & GAS LTD	9414 8149 0152 7181 9111 23	Delivered
2/5/2021	ROLLA R HINKLE II	9414 8149 0152 7181 9111 30	Delivered

2/5/2021	PONY OIL OPERATING LLC JOHN PAUL M	9414 8149 0152 7181 9111 47	Delivered
2/5/2021	TD MINERALS LLC	9414 8149 0152 7181 9111 54	Delivered
2/5/2021	MORRIS E SCHERTZ & WIFE HOLLY K SC	9414 8149 0152 7181 9111 61	Delivered
Notice sent on 5/25/2021			
5/27/2021	MOTOWI LLC	9405509898642696567079	Delivered
5/27/2021	MW OIL INVESTMENT COMPANY	9405509898642070484077	Delivered

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

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

ORDER NO. CTB-989

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

CONCLUSIONS OF LAW

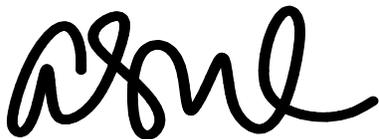
6. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, and 19.15.12 NMAC.
7. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
8. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.

9. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
10. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.
2. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
3. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
4. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
5. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
6. 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.
7. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
8. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AS/dm

DATE: 6/14/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-989

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Stray Cat 8 Central Tank Battery 2

Central Tank Battery Location: Unit N, Section 8, Township 23 South, Range 32 East

Gas Custody Transfer Meter Location: Unit N, Section 8, Township 23 South, Range 32 East

Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING	53800

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA BS NMNM 138944	E/2 E/2	5-23S-32E
	E/2 E/2	8-23S-32E
CA BS NMNM 138943	W/2 E/2	5-23S-32E
	W/2 E/2	8-23S-32E
CA BS NMNM 138764	E/2 W/2	5-23S-32E
	E/2 W/2	8-23S-32E
CA BS NMNM 138763	E/2 E/2	17-23S-32E
	E/2 E/2	20-23S-32E
CA BS NMNM 138762	W/2 E/2	17-23S-32E
	W/2 E/2	20-23S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-44600	Stray Cat 8 5 Federal Com #213H	W/2 E/2	5-23S-32E	53800
		W/2 E/2	8-23S-32E	
30-025-44601	Stray Cat 8 5 Federal Com #214H	E/2 E/2	5-23S-32E	53800
		E/2 E/2	8-23S-32E	
30-025-45066	Alley Cat 17 20 Federal Com #215H	E/2 E/2	17-23S-32E	53800
		E/2 E/2	20-23S-32E	
30-025-45067	Alley Cat 17 20 Federal Com #216H	W/2 E/2	17-23S-32E	53800
		W/2 E/2	20-23S-32E	
30-025-45150	Stray Cat 8 5 Federal Com #212Y	E/2 W/2	5-23S-32E	53800
		E/2 W/2	8-23S-32E	

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 Rd., Aztec, NM 87410
 Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 21511

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 21511
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclore	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. Please contact me with any questions regarding this matter.	6/14/2021