



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

June 8, 2021

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

**Re: Central Tank Battery: Mean Green CTB 2**  
**Sec.-T-R: 35-26S-34E**  
**Wells: Mean Green 23-35 Fed Com 1H – 4H & 8H – 10H**  
**API: 30-025-44595, 30-025-44596, 30-025-44597, 30-025-44598, 30-025-48013, 30-025-48014, 30-025-48015**  
**Agreements: CA NMNM139116, CA NMNM139117 & Pending CA - See Attached**  
**Lease: NMNM100568 & NMNM110840**  
**Pool: WC-025 G-08 S263412K;BONE SPRING & JABALINA;WOLFCAMP, SOUTHWEST**  
**County: Lea Co., New Mexico**

Dear Mr. McClure:

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Deal".

Rebecca Deal  
Regulatory Compliance Professional

**Enclosures**

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** Devon Energy Production Co., LP **OGRID Number:** 6137  
**Well Name:** Mean Green 23-35 Fed Com 1H - 4H & 8H - 10H **API:** See Attached  
**Pool:** WC-025 G-08 S263412K;BONE SPRING & JABALINA;WOLFCAMP, SOUTHWEST **Pool Code:** 96672, 96776

**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

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

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

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

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

**Rebecca Deal**  
 \_\_\_\_\_  
 Print or Type  
 Name  
  
 \_\_\_\_\_  
 Signature

6/3/2021  
 \_\_\_\_\_  
 405-228-8429  
 \_\_\_\_\_  
 Phone Number  
**Rebecca.deal@dvn.com**  
 \_\_\_\_\_  
 e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources

Form C-103
Revised July 18, 2013

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

WELL API NO. 30-025-44595(Multiple)
5. Indicate Type of Lease STATE [ ] FEE [ ]
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name Mean Green 23-35 Fed Com
8. Well Number 1H-4H, & 8H-10H
9. OGRID Number 6137
10. Pool name or Wildcat WC-025 G-09 S263416B; UWC
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3278.6'

SUNDRY NOTICES AND REPORTS ON WELLS
(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)
1. Type of Well: Oil Well [x] Gas Well [ ] Other [ ]
2. Name of Operator Devon Energy Production Co. LP
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102
4. Well Location Unit Letter L : 2290 feet from the South line and 432 feet from the West line
Section 35 Township 26S Range 34E NMPM Lea County
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3278.6'

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

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

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

Devon Energy respectfully requests approval for Lease Commingling. The application is necessary due to diverse leases/communitization agreements. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells, including copies of pending CAs.

Spud Date: [ ]

Rig Release Date: [ ]

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 12/08/2020

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

For State Use Only

APPROVED BY: TITLE DATE

Conditions of Approval (if any):

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

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

**Proposal for Mean Green CTB 2**

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

NMNM100568 (12.5%) & NMNM110840 (12.5%), CA NMNM139117 - E/2 Bone Spring

Well Name	Location	API	Pool	
Mean Green 23-35 Fed Com 4H	35-26S-34E	30-025-44598	96672	WC-025 G-08 S263412K;BONE SPRING
Mean Green 23-35 Fed Com 3H	35-26S-34E	30-025-44597	96672	WC-025 G-08 S263412K;BONE SPRING

NMNM100568 (12.5%) & NMNM110840 (12.5%), CA NMNM139116 - E/2 Wolfcamp

Well Name	Location	API	Pool	
Mean Green 23-35 Fed Com 2H	35-26S-34E	30-025-44596	96776	JABALINA;WOLFCAMP, SOUTHWEST
Mean Green 23-35 Fed Com 1H	35-26S-34E	30-025-44595	96776	JABALINA;WOLFCAMP, SOUTHWEST

NMNM100568 (12.5%) & NMNM110840 (12.5%), Pending W/2 Bone Spring CA

Well Name	Location	API	Pool	
Mean Green 23-35 Fed Com 8H	35-26S-34E	30-025-48013	96672	WC-025 G-08 S263412K;BONE SPRING
Mean Green 23-35 Fed Com 9H	35-26S-34E	30-025-48014	96672	WC-025 G-08 S263412K;BONE SPRING
Mean Green 23-35 Fed Com 10H	35-26S-34E	30-025-48015	96672	WC-025 G-08 S263412K;BONE SPRING

**CA:**

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

CA NMNM139117 - Bone Spring – covering Township 26 South, Range 34 East, Section 23: E/2 SE/4, Section 26: E/2 E/2, Section 35: Lot 1 & NE/4 NE/4, containing 315.20 acres, more or less, and this agreement shall include the Bone Springs formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation

CA NMNM139116 – Wolfcamp – covering Township 26 South, Range 34 East, Section 23: E/2 SE/4, Section 26: E/2 E/2, Section 35: Lot 1 & NE/4 NE/4, containing 315.20 acres, more or less, and this agreement shall include the Wolfcamp formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

Pending CA – Covering Township 26 South, Range 34 East, Section 23: SW/4, Section 26: W/2, Section 35: N/2 NW/4, Lots 3 & 4, containing 631.23 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

**Oil & Gas metering:**

The Mean Green 23 CTB 2 central tank battery is in SE/4 of 26S-34E- 23 in Lea County, NM.

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

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

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

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

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

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

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Mean Green 23-35 Fed Com 1H	DVN / 390491300	DVN / 14831851	DVN / *
Mean Green 23-35 Fed Com 2H	DVN / 390491301	DVN / 14746684	DVN / 14839102
Mean Green 23-35 Fed Com 3H	DVN / 390491302	DVN / 14793202	DVN / 14839096
Mean Green 23-35 Fed Com 4H	DVN / 390491299	DVN / 14832549	DVN / 14900785
Mean Green 23-35 Fed Com 8H	DVN / *	DVN / *	DVN / *
Mean Green 23-35 Fed Com 9H	DVN / *	DVN / *	DVN / *
Mean Green 23-35 Fed Com 10H	DVN / *	DVN / *	DVN / *
<b>Common Meters</b>			
<b>VRU Allocation</b>	DVN / 390001303		
<b>Gas FMP</b>	LUCID / 19013		
<b>Oil FMP</b>	MARATHON / *		

Meter Owner / Serial Number:

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

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

**Process and Flow Descriptions:**

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

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

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

Working, royalty, and overriding interest owners are identical. Please see included identical ownership letter.



Devon Energy Production Company, L.P. 405 235 3611 Phone  
 333 West Sheridan Avenue www.devonenergy.com  
 Oklahoma City, OK 73102

May 19, 2021

Mr. Dean McClure  
 New Mexico Oil Conservation Division  
 1220 South Saint Francis Drive  
 Santa Fe, NM 87504

Re: Mean Green 23 CTB 2  
 Lea County, New Mexico

Mr. McClure:

Devon Energy Production Company, L.P. ("Devon") desires to surface commingle the wells listed below in the JABALINA;WOLFCAMP, SOUTHWEST (Pool Code: 96776) and the WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672). Upon review of the title information and Devon's records, please be advised that the ownership is identical in these wells.

Well Name	API	Pool
Mean Green 23-35 Fed Com 1H	30-025-44595	JABALINA;WOLFCAMP, SOUTHWEST (Pool Code: 96776)
Mean Green 23-35 Fed Com 2H	30-025-44596	JABALINA;WOLFCAMP, SOUTHWEST (Pool Code: 96776)
Mean Green 23-35 Fed Com 3H	30-025-44597	WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672)
Mean Green 23-35 Fed Com 4H	30-025-44598	WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672)
Mean Green 23-35 Fed Com 8H	30-025-48013	WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672)
Mean Green 23-35 Fed Com 9H	30-025-48014	WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672)
Mean Green 23-35 Fed Com 10H	30-025-48015	WC-025 G-08 S263412K; BONE SPRING (Pool Code: 96672)

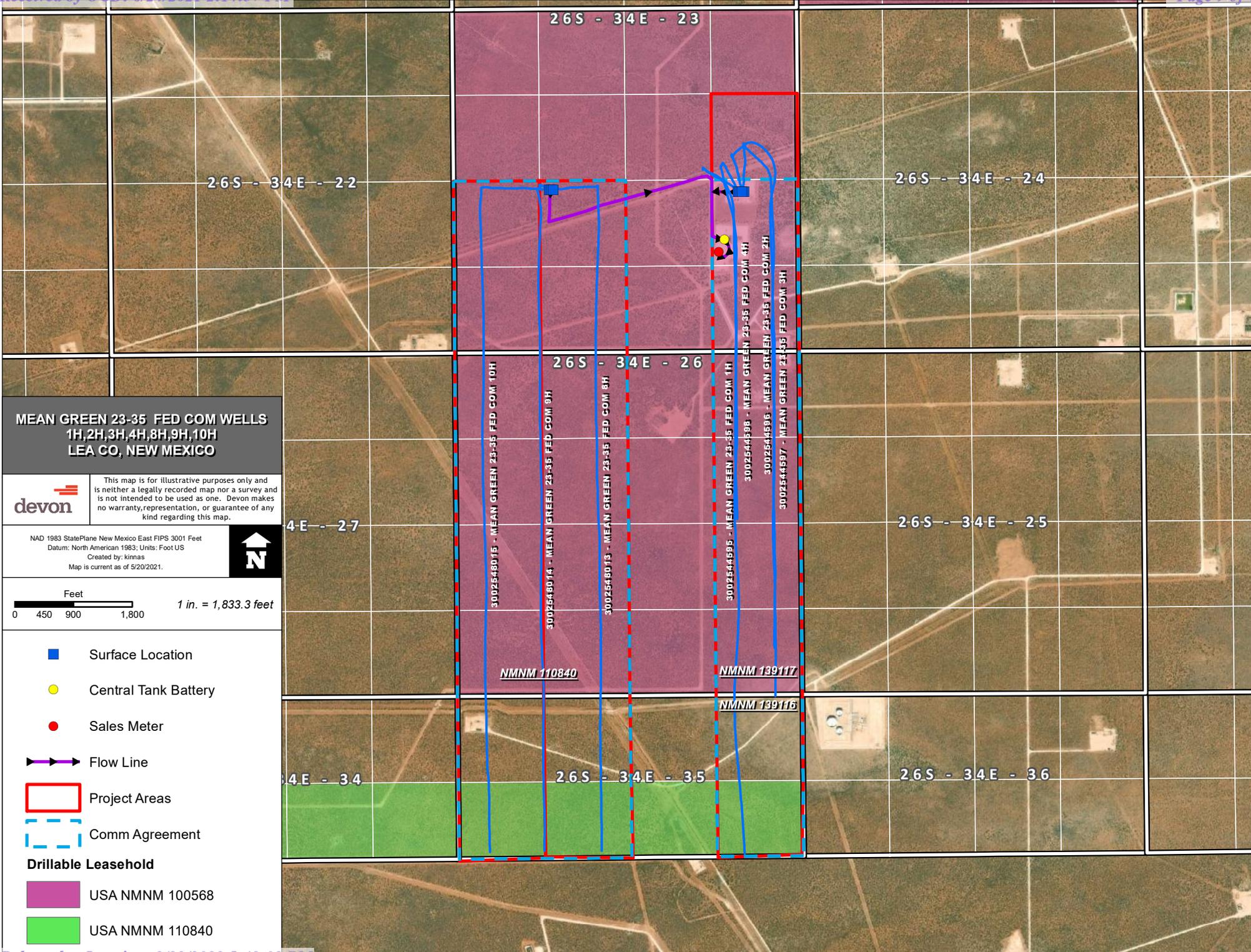
If you have any questions, please feel free to contact me at (405) 552-6113 or [tim.prout@devon.com](mailto:tim.prout@devon.com).

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L.P.

Tim Prout  
 Sr. Staff Landman





**MEAN GREEN 23-35 FED COM WELLS**  
**1H,2H,3H,4H,8H,9H,10H**  
**LEA CO, NEW MEXICO**

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

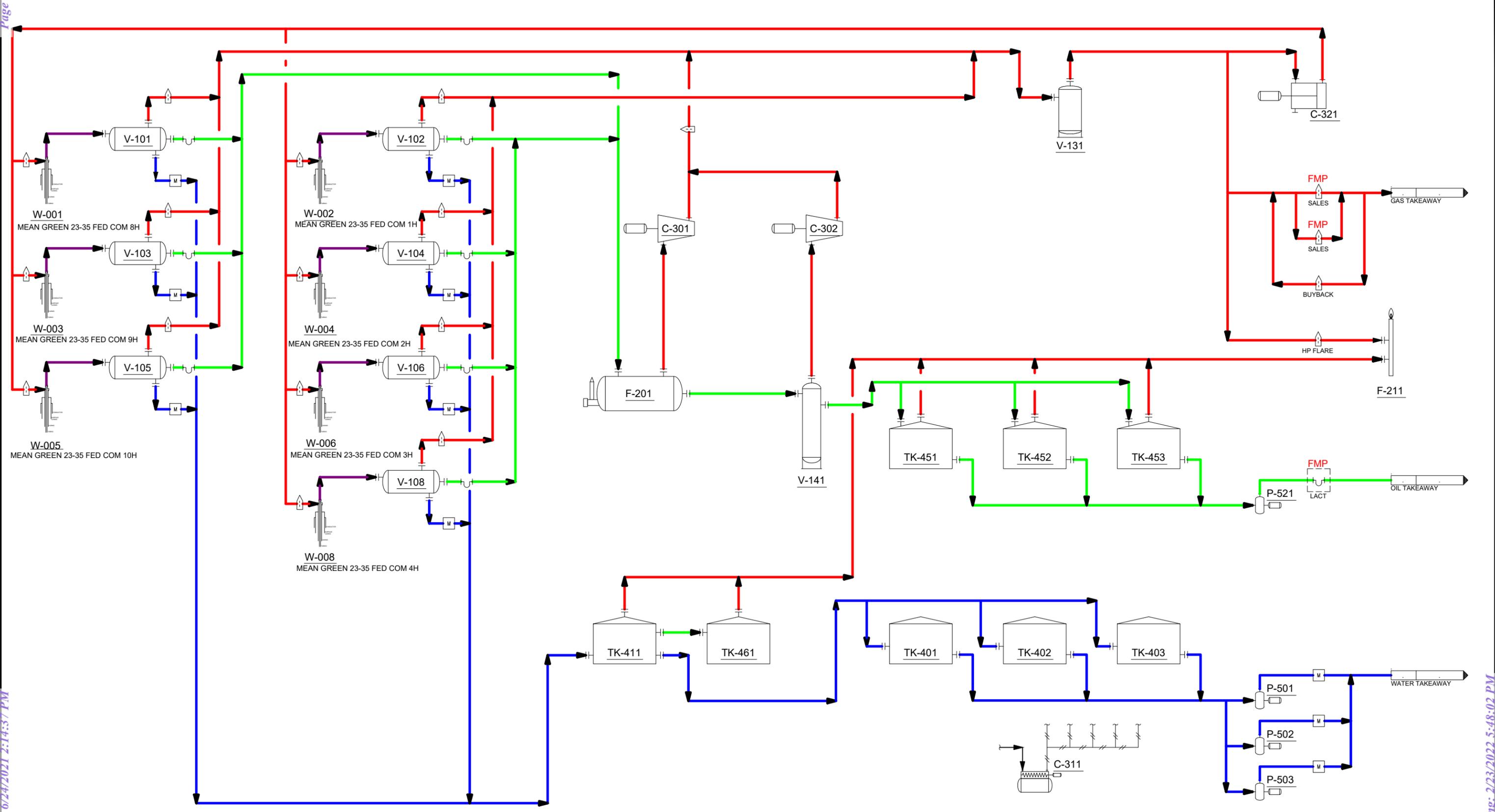
NAD 1983 StatePlane New Mexico East FIPS 3001 Feet  
 Datum: North American 1983, Units: Foot US  
 Created by: kinnas  
 Map is current as of 5/20/2021.



- Surface Location
- Central Tank Battery
- Sales Meter
- Flow Line
- Project Areas
- Comm Agreement
- Drillable Leasehold**
- USA NMNM 100568
- USA NMNM 110840

Page 10 of 79  
Received by OGD: 07/24/2021 2:18:57 PM

12 W-101 - W-108 WELLHEAD    11 V-101 - V-108 3 PHASE SEPARATOR    10 F-201 HEATER TREATER    9 C-301 - C-302 VRU    8 TK-411 GUN BARREL    7 TK-461 SKIM TANK    6 V-141 ULPS/VRT    5 TK-471 - TK-472 OIL TANK    4 TK-421 - TK-423 WATER TANK    3 C-311 AIR COMPRESSOR    2 V-131 2 PHASE SEPARATOR    1 P-521 & P-522 LACT CHARGE PUMP    P-501 - P-503 WATER TRANSFER PUMP    C-321 GAS LIFT COMP    F-211 HP/LP FLARE



- NOTES:**
- ORIFICE METER
  - CORIOLIS METER
  - MAGNETIC METER
  - GAS
  - OIL
  - WATER
  - FULL WELL STREAM
  - INSTRUMENT AIR
  - FMP FEDERAL MEASUREMENT POINT

REV	DESCRIPTION	DATE	BY	APPROVED

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		

DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	
DRAWING No.:	ST-120-01

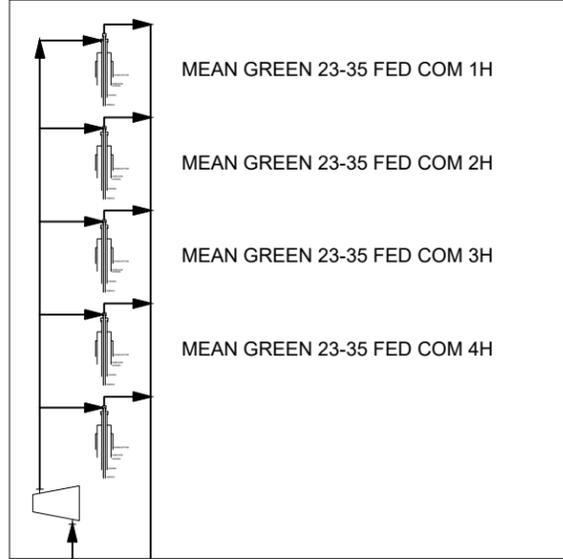


**Devon Energy Corporation**  
 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015  
**DBBU - SPINE DESIGN**  
**STANDARD PROCESS FLOW DIAGRAM**  
 FILE NAME: STD-120-01

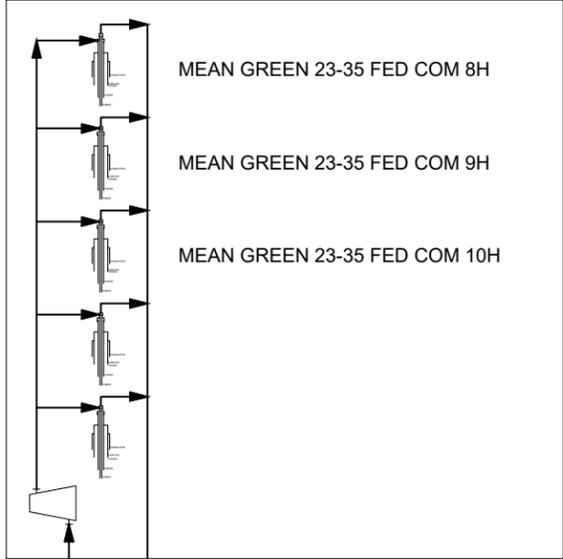
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Received by OCD: 07/24/2021 2:15:57 PM  
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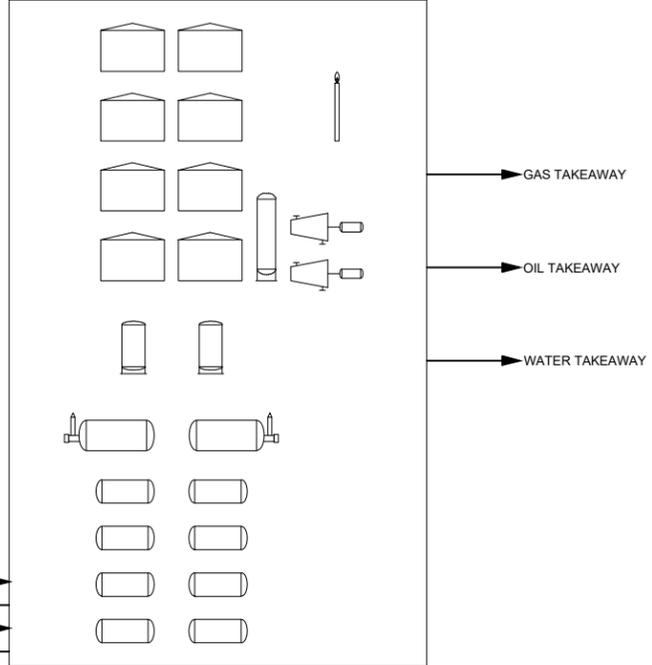
MEAN GREEN 23 WELLPAD 2



MEAN GREEN 23 WELLPAD 9



MEAN GREEN 23 CTB 2



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

REV	DESCRIPTION	DATE	BY	APPROVED

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		

DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	#####
DRAWING No.:	ST-120-02

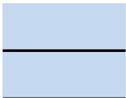


**Devon Energy Corporation**  
 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015  
**DBBU - SPINE DESIGN**  
**STANDARD PROCESS MAP**  
 FILE NAME: STD-120-02

PLOT SCALE: 0.5121  
 Printed: 4/8/21

# Economic Justification Report

## Mean Green CTB 2



Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
Mean Green 23-35 Fed Com 1H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			250	45.8	280	1490
Mean Green 23-35 Fed Com 2H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			200	46	250	1490
Mean Green 23-35 Fed Com 3H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			150	47	700	1100
Mean Green 23-35 Fed Com 4H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			100	46	1030	1080
Mean Green 23-35 Fed Com 8H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			1230	43.5	2380	1080
Mean Green 23-35 Fed Com 9H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			1230	43.5	2380	1080
Mean Green 23-35 Fed Com 9H	Sweet	NMNM100568	12.50%	NMNM110840	12.50%			1230	43.5	2380	1080

Signed: Rebecca Deal

Date: 6/9/2021

**Economic Combined Production**

Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
4390.0	43.9	9400.0	1104.6

Per Marketing, combining this production will not affect value to the royalty owner.



**DISTRICT I**  
1825 N. FRENCH DR., HOBBS, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

**DISTRICT II**  
611 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) 476-3460 Fax: (505) 476-3462

State of New Mexico  
**Energy, Minerals & Natural Resources Department**  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<b>API Number</b> 30-025-44596	<b>Pool Code</b> 96776	<b>Pool Name</b> JABALINA; WOLFCAMP, SOUTHWEST
<b>Property Code</b> 320992	<b>Property Name</b> MEAN GREEN 23-35 FED COM	
<b>OGRID No.</b> 6137	<b>Operator Name</b> DEVON ENERGY PRODUCTION COMPANY, L.P.	<b>Well Number</b> 2H <b>Elevation</b> 3193.3'

**Surface Location**

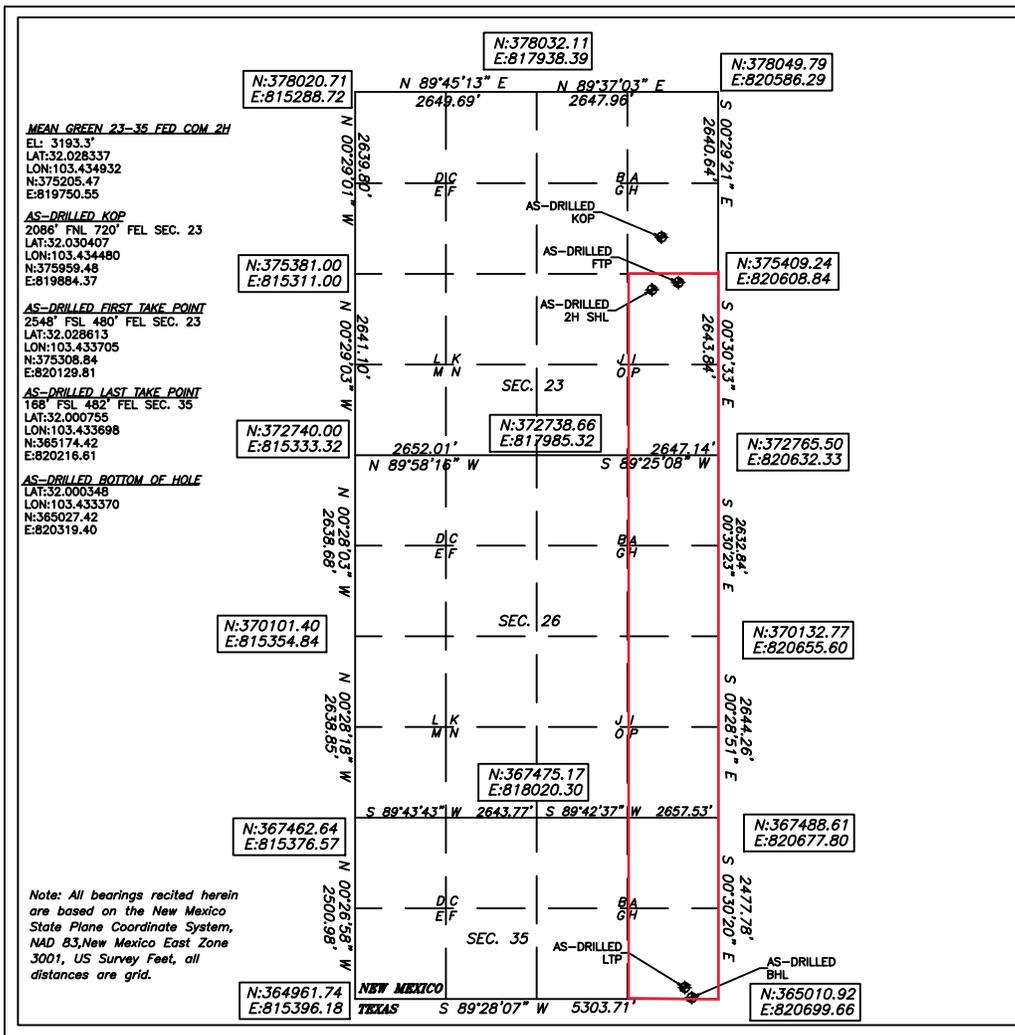
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	23	26-S	34-E		2449	SOUTH	860	EAST	LEA

**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
H	35	26-S	34-E		20	SOUTH	380	EAST	LEA

<b>Dedicated Acres</b> 315.2	<b>Joint or Infill</b>	<b>Consolidation Code</b>	<b>Order No.</b>
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**NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION**



**OPERATOR CERTIFICATION**

*I hereby certify that the information 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 mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.*

*Rebecca Deal* 8/5/2019

Signature Date

Rebecca Deal, Regulatory Analyst

Printed Name

rebecca.deal@dvn.com

E-mail Address

---

**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.*

02/2019

Date of Survey

Signature & Seal of Professional Surveyor

08/01/19

Certificate No. 22404 B.L. LAMAN

W.O. # DRAWN BY: CM

**DISTRICT I**  
1825 N. FRENCH DR., HOBBS, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

**DISTRICT II**  
611 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) 476-3460 Fax: (505) 476-3462

State of New Mexico  
**Energy, Minerals & Natural Resources Department**  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-44597</b>	Pool Code <b>96672</b>	Pool Name <b>WC-025 G-08 S263412K;BONE SPRING</b>
Property Code <b>320992</b>	Property Name <b>MEAN GREEN 23-35 FED COM</b>	Well Number <b>3H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3192.7'</b>

**Surface Location**

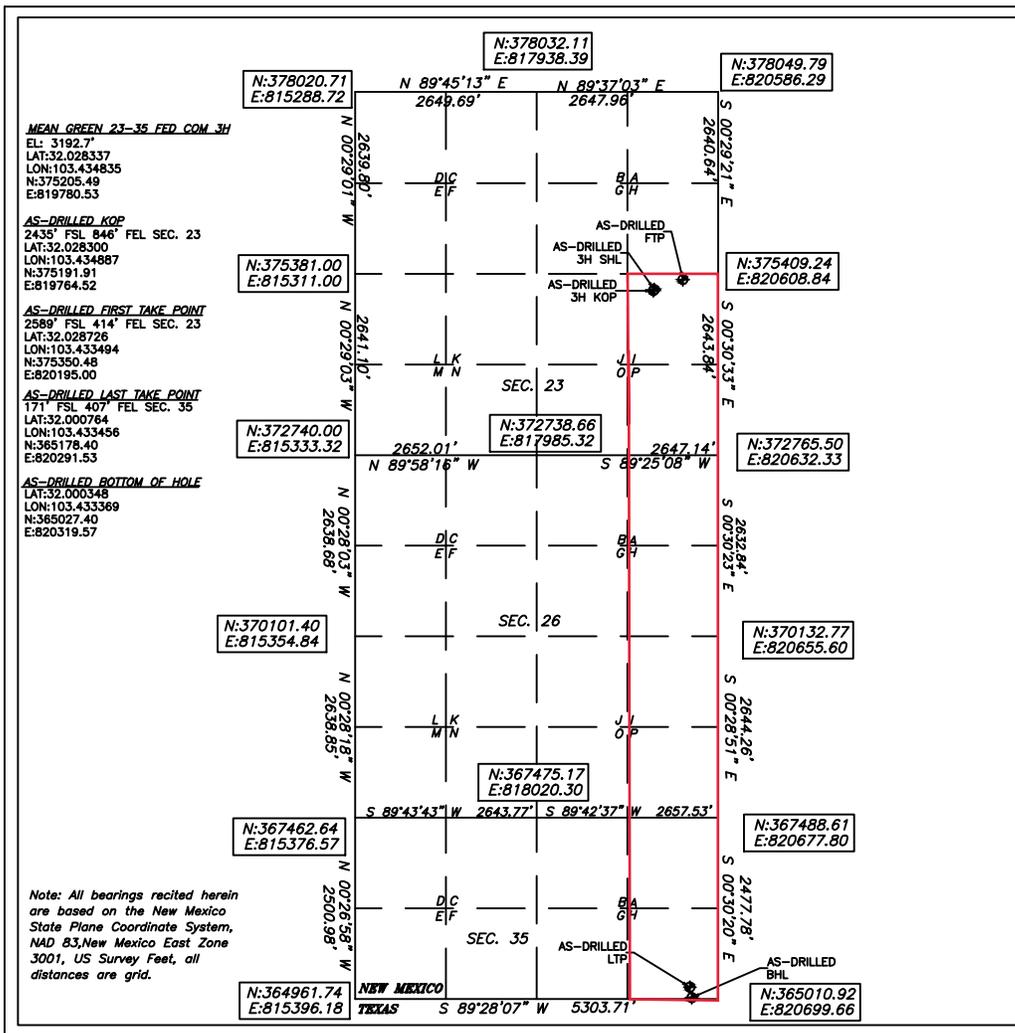
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	23	26-S	34-E		2449	SOUTH	830	EAST	LEA

**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
H	35	26-S	34-E		20	SOUTH	380	EAST	LEA

Dedicated Acres <b>315.2</b>	Joint or Infill	Consolidation Code	Order No.
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**NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION**



**OPERATOR CERTIFICATION**

I hereby certify that the information 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 mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

*Rebecca Deal* 8/22/2019  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**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.

01/2019  
Date of Survey

Signature & Seal of Professional Surveyor

**B. L. LAMAN**  
NEW MEXICO  
22404  
PROFESSIONAL SURVEYOR

08/01/19  
Certificate No. 22404 B.L. LAMAN  
W.O. # DRAWN BY: CM



**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

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Santa Fe, New Mexico 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48013</b>	Pool Code <b>96672</b>	Pool Name <b>WC-025 G-08 S263412K;BONE SPRING</b>
Property Code <b>320992</b>	Property Name <b>MEAN GREEN 23-35 FED COM</b>	Well Number <b>8H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3209.2'</b>

Surface Location

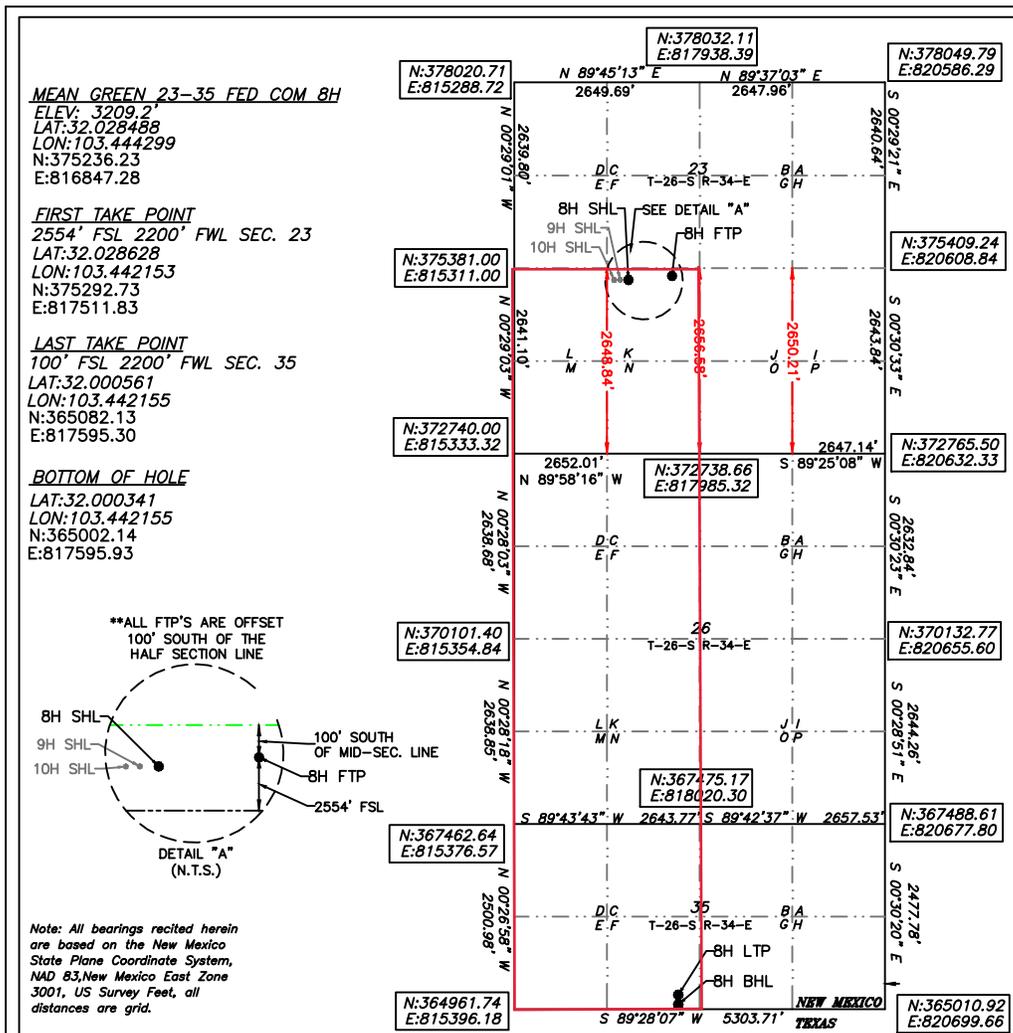
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	23	26-S	34-E		2497	SOUTH	1535	WEST	LEA

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
F	35	26-S	34-E		20	SOUTH	2200	WEST	LEA

Dedicated Acres <b>631.23</b>	Joint or Infill	Consolidation Code	Order No.
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**OPERATOR CERTIFICATION**

I hereby certify that the information 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 mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

*Rebecca Deal* 11/30/2020  
Signature Date

Rebecca Deal, Regulatory Analyst  
Printed Name

rebecca.deal@dvn.com  
E-mail Address

**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.

10/11/2020  
Date of Survey

Signature & Seal of Professional Surveyor

**B. L. LAMAN**  
NEW MEXICO  
22404  
PROFESSIONAL SURVEYOR

REV. 11/13/20

Certificate No. 22404 B.L. LAMAN  
DRAWN BY: CM

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State of New Mexico  
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Santa Fe, New Mexico 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48014</b>	Pool Code <b>96672</b>	Pool Name <b>WC-025 G-08 S263412K;BONE SPRING</b>
Property Code <b>320992</b>	Property Name <b>MEAN GREEN 23-35 FED COM</b>	Well Number <b>9H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3209.2'</b>

Surface Location

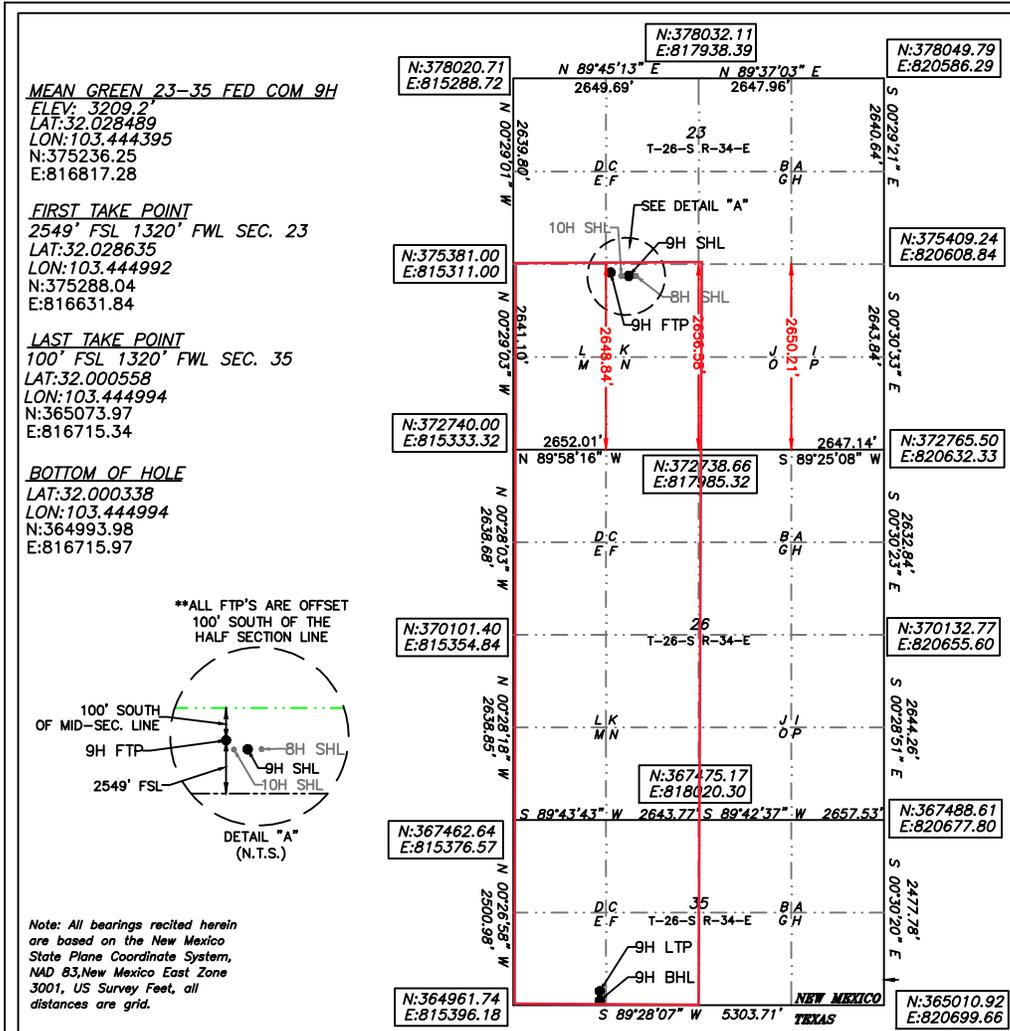
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	23	26-S	34-E		2497	SOUTH	1505	WEST	LEA

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
E	35	26-S	34-E		20	SOUTH	1320	WEST	LEA

Dedicated Acres <b>631.23</b>	Joint or Infill	Consolidation Code	Order No.
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**OPERATOR CERTIFICATION**

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*Rebecca Deal*      11/30/2020  
Signature      Date

**Rebecca Deal, Regulatory Analyst**  
Printed Name

**rebecca.deal@dvn.com**  
E-mail Address

---

**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.

10/11/2020  
Date of Survey

Signature & Seal of Professional Surveyor

Rev. 11/13/20

Certificate No. 22404      B.L. LAMAN  
DRAWN BY: CM

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**Energy, Minerals & Natural Resources Department**  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48015</b>	Pool Code <b>96672</b>	Pool Name <b>WC-025 G-08 S263412K;BONE SPRING</b>
Property Code <b>320992</b>	Property Name <b>MEAN GREEN 23-35 FED COM</b>	Well Number <b>10H</b>
OGRID No. <b>6137</b>	Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	Elevation <b>3209.8'</b>

Surface Location

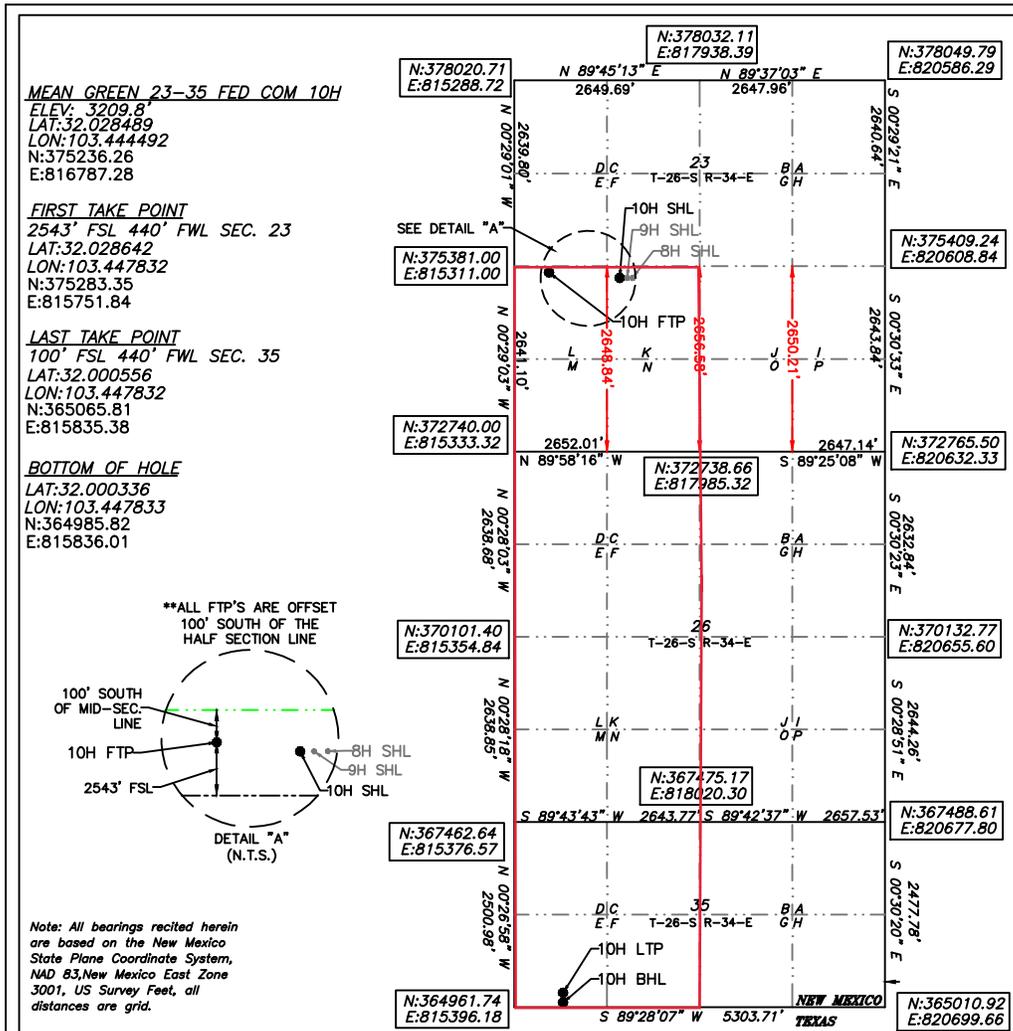
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	23	26-S	34-E		2497	SOUTH	1475	WEST	LEA

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
E	35	26-S	34-E		20	SOUTH	440	WEST	LEA

Dedicated Acres <b>631.23</b>	Joint or Infill	Consolidation Code	Order No.
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**OPERATOR CERTIFICATION**

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11/30/2020  
 Signature Date

**Rebecca Deal, Regulatory Analyst**  
 Printed Name  
 rebecca.deal@dvn.com  
 E-mail Address

---

**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.*

10/11/2020  
 Date of Survey

Signature & Seal of Professional Surveyor

Rev. 11/13/20  
 Certificate No. 22404 B.L. LAMAN  
 DRAWN BY: CM



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

[www.blm.gov/new-mexico](http://www.blm.gov/new-mexico)

IN REPLY REFER TO:

NMNM139116  
3105.2 (NM920)

**DEC 13 2018**

Reference:

Communitization Agreement  
Mean Green 23-35 Fed Com #2H  
Section 23: E2SE,  
Section 26: E2E2,  
Section 35: Lot 1, NENE.  
T. 26 S., R. 34 E., N.M.P.M.  
Lea County, NM

**RECEIVED**  
**DEC 17 2018**  
**LAND DEPARTMENT**

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM139116 involving 240 acres of Federal land in lease NMNM 100568, and 75.20 acres of Federal land in lease NMNM 110840, Lea County, New Mexico, which comprise a 315.20 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Wolfcamp formation beneath the E2SE of Sec. 23, E2E2 of Sec. 26, and Lot 1, NENE of Sec. 35 T. 26 S., R. 34 E., NMPM, Lea County, NM, and is effective June 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.

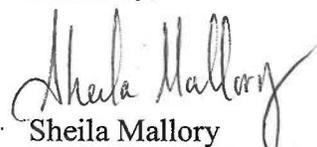
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

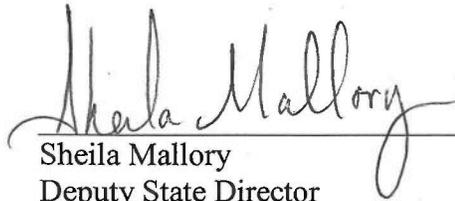
Determination - Approval - Certification

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 E2SE of sec. 23, E2E2 of sec. 26, and Lot 1, NENE of sec. 35, T. 26 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Wolfcamp 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:

DEC 13 2018



---

Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: June 1, 2018

Contract No.: Com. Agr. NMNM139116

RECEIVED

Federal/Federal

Contract No. NMNM139116

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 26 South, Range 34 East, N.M.P.M., Lea County, New Mexico.  
 Section 23: E/2 SE/4  
 Section 26: E/2 E/2  
 Section 35: Lot 1 & NE/4 NE/4

containing 315.20 acres, more or less, and this agreement shall include the Wolfcamp formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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.

Federal/Federal

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 **June 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 Wolfcamp formation for a period of 2 years and for as long as communitized substance is, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

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

Federal/Federal

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 above written and have set opposite their respective names the date of execution.

OPERATOR:

**Devon Energy Production Company, L.P.**

DATE: June 4, 2018 BY: Catherine Lebsack  
Catherine Lebsack, Vice President *MM*  
*o*

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

**Chevron U.S.A. Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: L. W. Parker  
TITLE: Attorney-in-Fact

Federal/Federal

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OPERATOR:

**Devon Energy Production Company, L.P.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

**Chevron U.S.A. Inc.**

DATE: \_\_\_\_\_ BY: Nick Brock  
NAME: ~~L. W. Parker~~ NICK BROCK  
TITLE: Attorney-in-Fact

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**The Allar Company**

DATE: 6/18/18 BY:   
NAME: Joltw Chices Corporation  
TITLE: PRESIDENT

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: 6/7/2018 BY: \_\_\_\_\_  
NAME: Parker Reese  
TITLE: CEO

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: 9/20/18 BY: Kc Haggart  
NAME: Ken Haggart  
TITLE: VP

Federal/Federal

ACKNOWLEDGEMENT

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this 4<sup>th</sup> day of June, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)



Rachel Gerlach  
Notary Public  
6.22.19  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared L. W. Parker, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

STATE OF Oklahoma ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of TLW Investments, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

Federal/Federal

ACKNOWLEDGEMENT

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF ~~Harris~~ Midland ) §

On this 5th day of July, 2018, before me, a Notary Public for the State of Texas, personally appeared L. W. Parker, Nick Brock known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Kaci Walker  
\_\_\_\_\_  
Notary Public

12/23/21  
\_\_\_\_\_  
My Commission Expires

STATE OF Oklahoma ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of TLW Investments, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

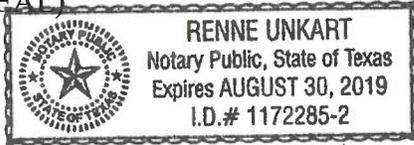
Federal/Federal

STATE OF Texas ) §

COUNTY OF Young ) §

On this 11<sup>th</sup> day of June, 2018, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the President of The Allar Company, a Texas Corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Renne Unkart  
Notary Public  
8/30/2019  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

Federal/Federal

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

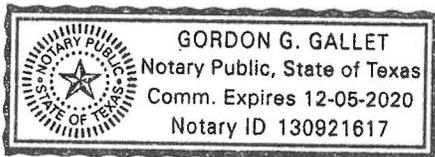
\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Travis ) §

On this 7th day of June, 2018, before me, a Notary Public for the State of Texas, personally appeared Parker Reese, known to me to be the Chief Executive Officer of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



[Signature]  
\_\_\_\_\_  
Notary Public

12-5-2020  
\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

Federal/Federal

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

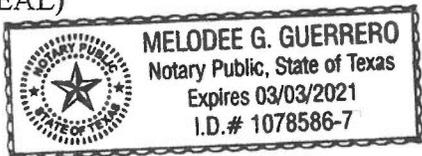
\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Upson ) §

On this 20<sup>th</sup> day of September, 2018, before me, a Notary Public for the State of Texas, personally appeared Ken Haggart, known to me to be the Vice President of Echo Production, Inc., a Texas Corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Melodee G. Guerrero  
Notary Public

3/3/2021  
My Commission Expires

Federal/Federal

EXHIBIT "A"

Plat of communitized area covering E/2 SE/4 Section 23, E/2 E/2 Section 26, and Lot 1 & NE/4 NE/4 Section 35, T-26-S, R-34-E, Lea County, New Mexico, Wolfcamp Formation

Mean Green 23-35 Fed Com 2H

26S – 34E

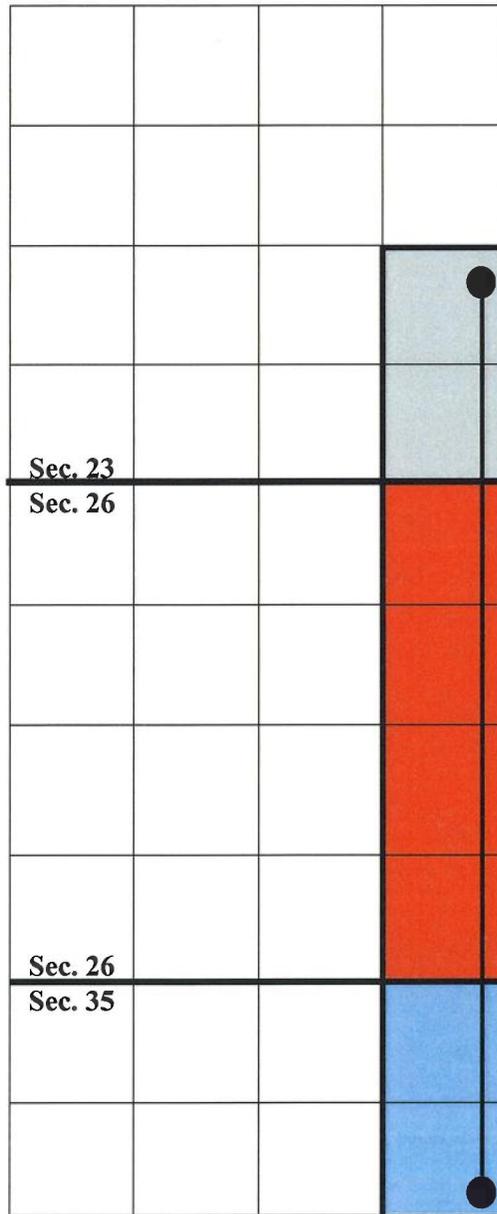
Tract 1:  
USA NM 100568



Tract 2:  
USA NM 100568



Tract 3:  
USA NM 110840



SHL: 2449' FSL & 860' FEL

BHL: 200' FSL & 380' FEL

Federal/Federal

## EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated effective June 1, 2018 embracing the E/2 SE/4 Section 23, E/2 E/2 Section 26, and Lot 1 & NE/4 NE/4 Section 35, Township 26 South, Range 34 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.:	USA NMNM 100568	
Lease Date:	March 1, 1998	
Lease Term:	Ten (10) Years	
Recorded:	Book 866, Page 340	
Lessor:	United States of America	
Original Lessee:	Santa Fe Energy Resources, Inc.	
Present Lessee/Record Title Owner:	Devon Energy Production Company, L.P. Chevron U.S.A. Inc.	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East</u> Section 23: E/2 SE/4	
Number of Acres:	80.00	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LLC	50.00000%
	Chevron U.S.A. Inc.	50.00000%
ORRI Owner:	Of record	

**Tract No. 2**

Lease Serial No.:	USA NMNM 100568	
Lease Date:	March 1, 1998	
Lease Term:	Ten (10) Years	
Recorded:	Book 866, Page 340	
Lessor:	United States of America	
Original Lessee:	Santa Fe Energy Resources, Inc.	
Present Lessee/Record Title Owner:	Devon Energy Production Company, L.P. Chevron U.S.A. Inc.	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East</u> Section 26: E/2 E/2	
Number of Acres:	160.00	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LLC	50.0000000%
	Chevron U.S.A. Inc.	48.1250000%
	TLW Investments, LLC	1.8750000%
ORRI Owner:	Of record	

Federal/Federal

Tract No. 3

Lease Serial Number:	USA NMNM 110840	
Lease Date:	effective September 1, 2003	
Lease Term:	Ten (10) Years	
Recorded:	unrecorded	
Lessor:	United States of America	
Original Lessee:	Echo Production, Inc.	
Present Lessee/Record Title Owner:	Echo Production, Inc.	
Description of Land Committed:	Inssofar only as said lease covers:	
	<u>Township 26 South, Range 34 East</u>	
	Section 35: Lot 1 & NE/4 NE/4	
Number of Acres:	75.20	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LP	60.000000%
	Chevron U.S.A. Inc.	20.000000%
	The Allar Company	10.000000%
	Ameredev New Mexico, LLC	10.000000%
ORRI Owners:	Of record	

Federal/Federal

RECAPITULATION

	<b>No. of Acres</b>	<b>Percentage of Interest</b>
<b><u>Tract No.</u></b>	<b><u>Committed</u></b>	<b><u>In Communitized Area</u></b>
1	80.00	25.3807107%
2	160.00	50.7614213%
3	75.2	23.8578680%
Total	315.2	100%



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

[www.blm.gov/new-mexico](http://www.blm.gov/new-mexico)



IN REPLY REFER TO:

NMNM139117  
3105.2 (NM920)

DEC 13 2018

Reference:

Communitization Agreement  
Mean Green 23-35 Fed Com #3H  
Section 23: E2SE,  
Section 26: E2E2,  
Section 35: Lot 1, NENE.  
T. 26 S., R. 34 E., N.M.P.M.  
Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM139117 involving 240 acres of Federal land in lease NMNM 100568, and 75.20 acres of Federal land in lease NMNM 110840, Lea County, New Mexico, which comprise a 315.20 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2SE of Sec. 23, E2E2 of Sec. 26, and Lot 1, NENE of Sec. 35 T. 26 S., R. 34 E., NMPM, Lea County, NM, and is effective June 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.

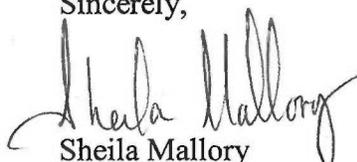
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is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

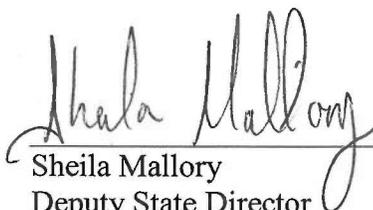
Determination - Approval - Certification

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 E2SE of sec. 23, E2E2 of sec. 26, and Lot 1, NENE of sec. 35, T. 26 S., R. 34 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:

DEC 13 2018



Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: June 1, 2018

Contract No.: Com. Agr. NMNM139117

RECEIVED  
Federal/Federal

Contract No. NMNM139117

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 26 South, Range 34 East, N.M.P.M., Lea County, New Mexico.  
 Section 23: E/2 SE/4  
 Section 26: E/2 E/2  
 Section 35: Lot 1 & NE/4 NE/4

containing 315.20 acres, more or less, and this agreement shall include the Bone Springs formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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.

Federal/Federal

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 **June 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 Springs formation for a period of 2 years and for as long as communitized substance is, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

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

Federal/Federal

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 above written and have set opposite their respective names the date of execution.

OPERATOR:

**Devon Energy Production Company, L.P.**

DATE: June 4, 2018 BY: Catherine Lebsack  
Catherine Lebsack, Vice President MM  
CA

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

**Chevron U.S.A. Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: L. W. Parker  
TITLE: Attorney-in-Fact

Federal/Federal

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 above written and have set opposite their respective names the date of execution.

OPERATOR:

**Devon Energy Production Company, L.P.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Catherine Lebsack, Vice President

WORKING INTEREST OWNER  
AND/OR LESSEE OF RECORD:

**Chevron U.S.A. Inc.**

DATE: \_\_\_\_\_ BY: Nick Brock  
NAME: ~~L. W. Parker~~ NICK BROCK  
TITLE: Attorney-in-Fact

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**The Allar Company**

DATE: 6/11/18 BY: [Signature]  
NAME: JOHN CHARLES GASHAM  
TITLE: President

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

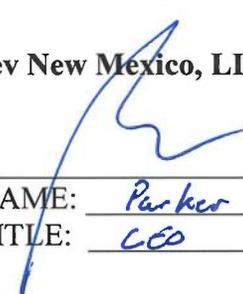
WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: 6/7/2018 BY:   
NAME: Parker Reese  
TITLE: CEO

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Federal/Federal

WORKING INTEREST OWNER:

**TLW Investments, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**The Allar Company**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WORKING INTEREST OWNER:

**Ameredev New Mexico, LLC**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

RECORD TITLE OWNER:

**Echo Production, Inc.**

DATE: 9/20/18 BY: Kent Haggart  
NAME: Kent Haggart  
TITLE: VP

Federal/Federal

ACKNOWLEDGEMENT

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this 4th day of June, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)



Rachel Gerlach  
Notary Public  
6.22.19  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Harris ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared L. W. Parker, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

STATE OF Oklahoma ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of TLW Investments, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

Federal/Federal

ACKNOWLEDGEMENT

STATE OF Oklahoma ) §

COUNTY OF Oklahoma ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, a partnership that executed the foregoing instrument and acknowledged to me such partnership executed the same.

(SEAL)

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

STATE OF Texas ) §

COUNTY OF ~~Harris~~ Midland ) §

On this 5th day of July, 2018, before me, a Notary Public for the State of Texas, personally appeared L. W. Parker, Vice Brock, known to me to be the Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Kaci Walker  
\_\_\_\_\_  
Notary Public  
12/23/21  
\_\_\_\_\_  
My Commission Expires

STATE OF Oklahoma ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Oklahoma, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of TLW Investments, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

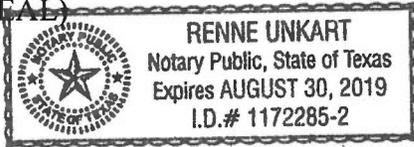
Federal/Federal

STATE OF Texas ) §

COUNTY OF Young ) §

On this 11<sup>th</sup> day of June, 2018, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the President of The Allar Company, a Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Renne Unkart  
Notary Public  
8/30/2019  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

Federal/Federal

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

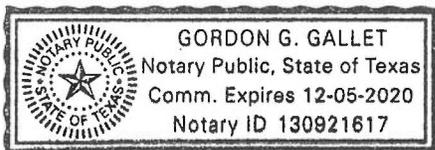
\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Travis ) §

On this 7<sup>th</sup> day of June, 2018, before me, a Notary Public for the State of Texas, personally appeared Parker Reese, known to me to be the Chief Executive Officer of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Gordon G. Gallet  
Notary Public

12-5-2020  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Echo Production, Inc., a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

Federal/Federal

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of The Allar Company, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF \_\_\_\_\_ ) §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Ameredev New Mexico, LLC, a \_\_\_\_\_ that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

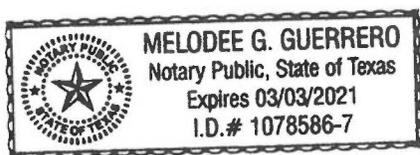
\_\_\_\_\_  
My Commission Expires

STATE OF Texas ) §

COUNTY OF Young ) §

On this 20<sup>th</sup> day of September, 2018, before me, a Notary Public for the State of Texas, personally appeared Ken Haggart, known to me to be the Vice President of Echo Production, Inc., a Texas Corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Melodee G. Guerrero  
Notary Public

3/3/2021  
My Commission Expires

Federal/Federal

EXHIBIT "A"

Plat of communitized area covering E/2 SE/4 Section 23, E/2 E/2 Section 26, and Lot 1 & NE/4 NE/4 Section 35, T-26-S, R-34-E, Lea County, New Mexico, Bone Springs Formation

Mean Green 23-35 Fed Com 3H

26S – 34E

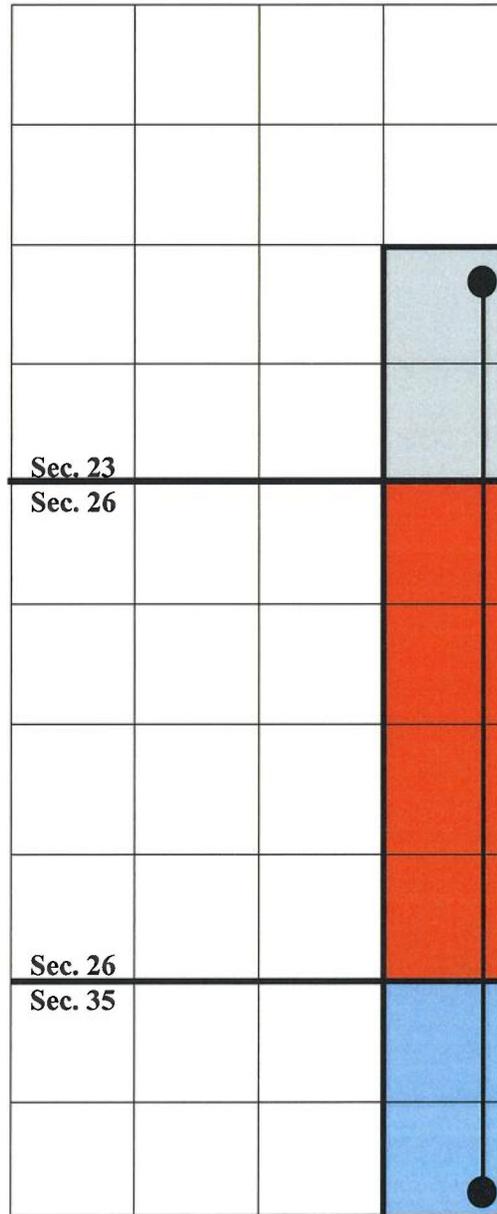
Tract 1:  
USA NM 100568



Tract 2:  
USA NM 100568



Tract 3:  
USA NM 110840



SHL: 2449' FSL & 830' FEL

BHL: 200' FSL & 380' FEL

Federal/Federal

## EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated effective June 1, 2018 embracing the E/2 SE/4 Section 23, E/2 E/2 Section 26, and Lot 1 & NE/4 NE/4 Section 35, Township 26 South, Range 34 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.:	USA NMNM 100568	
Lease Date:	March 1, 1998	
Lease Term:	Ten (10) Years	
Recorded:	Book 866, Page 340	
Lessor:	United States of America	
Original Lessee:	Santa Fe Energy Resources, Inc.	
Present Lessee/Record Title Owner:	Devon Energy Production Company, L.P. Chevron U.S.A. Inc.	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East</u> Section 23: E/2 SE/4	
Number of Acres:	80.00	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LLC	50.000000%
	Chevron U.S.A. Inc.	50.000000%
ORRI Owner:	Of record	

**Tract No. 2**

Lease Serial No.:	USA NMNM 100568	
Lease Date:	March 1, 1998	
Lease Term:	Ten (10) Years	
Recorded:	Book 866, Page 340	
Lessor:	United States of America	
Original Lessee:	Santa Fe Energy Resources, Inc.	
Present Lessee/Record Title Owner:	Devon Energy Production Company, L.P. Chevron U.S.A. Inc.	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East</u> Section 26: E/2 E/2	
Number of Acres:	160.00	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LLC	50.00000000%
	Chevron U.S.A. Inc.	48.12500000%
	TLW Investments, LLC	1.87500000%
ORRI Owner:	Of record	

Federal/Federal

Tract No. 3

Lease Serial Number:	USA NMNM 110840	
Lease Date:	effective September 1, 2003	
Lease Term:	Ten (10) Years	
Recorded:	unrecorded	
Lessor:	United States of America	
Original Lessee:	Echo Production, Inc.	
Present Lessee/Record Title Owner:	Echo Production, Inc.	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 26 South, Range 34 East</u> Section 35: Lot 1 & NE/4 NE/4	
Number of Acres:	75.20	
Royalty Rate:	12.5%	
WI Owner Name and Interest:	Devon Energy Production Company, LP	60.000000%
	Chevron U.S.A. Inc.	20.000000%
	The Allar Company	10.000000%
	Ameredev New Mexico, LLC	10.000000%
ORRI Owners:	Of record	

Federal/Federal

RECAPITULATION

	<b>No. of Acres</b>	<b>Percentage of Interest</b>
<b><u>Tract No.</u></b>	<b><u>Committed</u></b>	<b><u>In Communitized Area</u></b>
1	80.00	25.3807107%
2	160.00	50.7614213%
3	75.2	23.8578680%
Total	315.2	100%

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February 2021, 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 26 South, Range 34 East, N.M.P.M.  
 Section 23: SW/4  
 Section 26: W/2  
 Section 35: N/2 NW/4, Lots 3 & 4  
 Lea County, New Mexico

Containing **631.23** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Mean Green 23-35 Fed Com 8H, 9H, and 10H

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

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

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

Mean Green 23-35 Fed Com 8H, 9H, and 10H

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Mean Green 23-35 Fed Com 8H, 9H, and 10H

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

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

Mean Green 23-35 Fed Com 8H, 9H, and 10H



Chevron USA Inc.  
(Record Title and Operating Rights Owner)

5/27/2021  
Date

By: [Signature]

Name: Kevin Countryman

Title: Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
) SS  
COUNTY OF Harris )

This instrument was acknowledged before me on May 27, 2021, by  
Kevin Countryman, as Attorney-in-Fact of  
Chevron USA, Inc.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 12/15/2024

Mean Green 23-35 Fed Com 8H, 9H, and 10H

Echo Production Inc.  
(Record Title Owner)

3/3/2021  
Date

By: [Signature]

Name: Jick Fisher

Title: COO

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

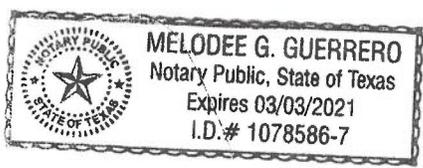
STATE OF Texas )  
) SS  
COUNTY OF Young )

This instrument was acknowledged before me on March 3, 2021, by Jick Fisher, as COO of Echo Production, Inc.

[Signature]  
Signature of Notarial Officer

(Seal)

My Commission Expires: 3/3/2021



Mean Green 23-35 Fed Com 8H, 9H, and 10H

Chief Capital O&G II LLC  
(Operating Rights Owner)

2/1/2021  
Date

By: Walt Nixon

Name: WALT NIXON

Title: Vice President

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas )  
) SS  
COUNTY OF Dallas )

This instrument was acknowledged before me on February 1, 2021, by Walt Nixon, as Vice President of Chief Capital (O&G) II LLC.

Lacy Roberson  
Signature of Notarial Officer

(Seal)

My Commission Expires: 2/12/23

Mean Green 23-35 Fed Com 8H, 9H, and 10H



Accelerate Resources Operating LLC  
(Operating Rights Owner)

January 27, 2021  
Date

By: J.D. Crocker

Name: John D. Crocker, Jr.

Title: Vice President of Land and Business Development

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

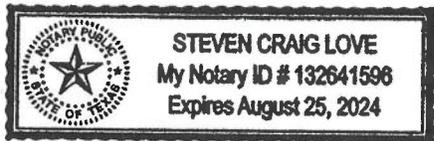
STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

This instrument was acknowledged before me on January 27<sup>th</sup>, 2021, by John D. Crocker, Jr., as Vice President of Land and Business Development of Accelerate Resources Operating, LLC, a Delaware limited liability company, on behalf of said company.

Steven Craig Love  
Signature of Notarial Officer

(Seal)

My Commission Expires: 8-25-24



Mean Green 23-35 Fed Com 8H, 9H, and 10H

### EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2021, covering 631.23 acres in the SW/4 of Section 23, W/2 of Section 26, and Lots 3 (35.53) and 4 (35.7), N/2 NW/4 of Section 35, Township 26 South, Range 34 East, Lea County, New Mexico

**Mean Green 23-35 Fed Com 8H**

API 30-025-48013

SHL: 2,497' FSL & 1,535' FWL, Sec 23-26S-34E

BHL: 20' FSL & 2,200' FWL, Sec 35-26S-34E

**Mean Green 23-35 Fed Com 9H**

API 30-025-48014

SHL: 2,497' FSL & 1,505' FWL, Sec 23-26S-34E

BHL: 20' FSL & 1,320' FWL, Sec 35-26S-34E

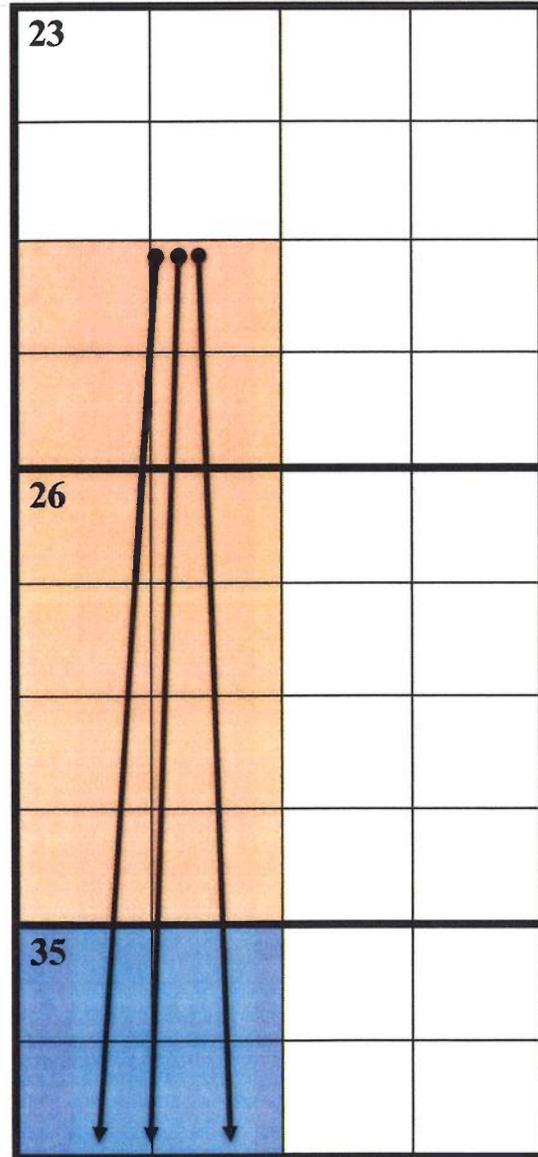
**Mean Green 23-35 Fed Com 10H**

API 30-025-48015

SHL: 2,497' FSL & 1,475' FWL, Sec 23-26S-34E

BHL: 20' FSL & 440' FWL, Sec 35-26S-34E

-  Tract 1  
480 AC  
NMNM 100568
-  Tract 2  
151.23 AC  
NMNM 110840



**EXHIBIT "B"**

Attached to and made a part of that Communitization Agreement dated February 1, 2021, covering 631.23 acres in the SW/4 of Section 23, W/2 of Section 26, and Lots 3 (35.53) and 4 (35.7), N/2 NW/4 of Section 35, Township 26 South, Range 34 East, Lea County, New Mexico, Bone Spring Formation

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

## DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM 100568
Lease Date:	March 1, 1998
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Resources, Inc.
Description of Land Committed:	<u>Township 26 South, Range 34 East</u> Insofar and only insofar as said lease covers: Section 23: SW/4 Section 26: W/2
Number of Acres:	480.00
Current Lessee of Record:	Devon Energy Production Company, L.P & Chevron USA Inc.
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 52.3918212% Chevron USA Inc. 42.3490252% Allar Development LLC 2.3918212% Chief Capital O&G II LLC 2.3918212% Accelerate Resources Operating LLC 0.4755112%
ORRI Owners:	Devon Energy Production Company, L.P.

Mean Green 23-35 Fed Com 8H, 9H, and 10H

**Tract No. 2**

Lease Serial Number: NMNM 110840

Lease Date: September 1, 2003

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Echo Production Inc.

Description of Land Committed: Township 26 South, Range 34 East  
Section 35: Insofar and only insofar as said lease covers  
the N/2 NW/4, Lots 3 and 4

Number of Acres: 151.23

Current Lessee of Record: Echo Production Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 52.3918212%  
Chevron USA Inc. 42.3490252%  
Allar Development LLC 2.3918212%  
Chief Capital O&G II LLC 2.3918212%  
Accelerate Resources Operating LLC 0.4755112%

ORRI Owners: Allar Development LLC  
The Allar Company  
Apollo Investment Corporation  
Strategic Energy Income Fund IV, LP  
Ameredev New Mexico, LLC  
Highland (Texas) Energy Company  
Shepherd Royalty, LLC  
Constitution Resources II, LP  
John Kyle Thoma, Successor Trust, Cornerstone Family Trust  
Crownrock Minerals, L.P.

Mean Green 23-35 Fed Com 8H, 9H, and 10H

**Recapitalization**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest In Communitized Area</b>
1	480.00	76.0420%
2	151.23	23.9580%
Total	631.23	100.0000%

Mean Green 23-35 Fed Com 8H, 9H, and 10H

**From:** [AFMSS](#)  
**To:** [Deal, Rebecca](#)  
**Subject:** Well Name: Batch Sundry, Sundry Id: 2502359, Notification of Batch Sundry Received  
**Date:** Tuesday, June 8, 2021 9:25:24 AM

## The Bureau of Land Management

### Notice Of Intent Receipt

- Operator Name: **DEVON ENERGY PRODUCTION COMPANY LP**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2502359**

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 06/08/2021. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

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This notification is automatically generated. Please do not reply to this message as this account is not monitored.

State of New Mexico  
Energy, Minerals and Natural Resources Department

Susana Martinez  
Governor

Ken McQueen  
Cabinet Secretary

Matthias Sayer  
Deputy Cabinet Secretary

Heather Riley, Division Director  
Oil Conservation Division



November 9, 2018

Surface Commingling Order PLC-522

Devon Energy Production Company, LP  
Attention: Ms. Erin Workman

Pursuant to your application received on October 19, 2018, Devon Energy Production Company, LP (OGRID 6137) is hereby authorized to surface commingle oil and gas production and off lease-measure from the following pools located in Township 26 South, Range 34 East, NMPM, Lea County, New Mexico;

WC-025 G-08 S263412K; BONE SPRING (96672)  
JABALINA; WOLFCAMP, SOUTHWEST (96776)

and from the following diversely owned federal wells and leases in said Section, Township, and Range in Lea County, New Mexico.

Lease: Pending Mean Green 23 35 Federal Com Well No. 3H Federal Communitization Agreement  
Description: E/2 SE/4 of Section 23, E/2 E/2 of Section 26, and Lot1/ Unit H and NE/4 NE/4 (NE equivalent) of Section 35  
Wells: Mean Green 23 35 Federal Com Well No. 3H API 30-025-44597  
Mean Green 23 35 Federal Com Well No. 4H API 30-025-44598  
Pool: WC-025 G-08 S263412K; Bone Spring

Lease: Pending Mean Green 23 35 Federal Com Well No. 3H Federal Communitization Agreement  
Description: E/2 SE/4 of Section 23, E/2 E/2 of Section 26, and Lot1/ Unit H and NE/4 NE/4 (NE equivalent) of Section 35  
Wells: Mean Green 23 35 Federal Com Well No. 1H API 30-025-44595  
Mean Green 23 35 Federal Com Well No. 2H API 30-025-44596  
Pool: Jabalina; Wolfcamp, Southwest

The commingled oil and gas production from the wells shall be measured and sold at the Mean Green 23 CTB 2 Central Tank Battery (CTB), located in Unit I of Section 23, Township 26 South, Range 34 East, NMPM, Lea County, New Mexico.

Administrative Order PLC-528  
Devon Energy Production Company, LP  
November 9, 2018  
Page 2 of 2

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Production from the subject wells shall be determined as follows:

The oil and gas production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams by the separator and each stream will be measured individually after it exits the separator, before commingling.

The allocation meters shall be calibrated quarterly in accordance with Division Rule 19.15.12.10.C (2) NMAC.

This installation shall be installed and operated in accordance with the applicable Division Rules and Regulations.

This approval is subject to like approval from Bureau of Land Management before commencing commingling operations.

The Operator shall notify the transporter of this commingling authority and the Artesia District Office prior to implementation of commingling operations.

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



**HEATHER RILEY**  
**Director**

HR/mam

cc: Oil Conservation Division District Office – Hobbs  
Bureau of Land Management – Carlsbad

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Deal, Rebecca](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-777  
**Date:** Wednesday, February 23, 2022 5:12:10 PM  
**Attachments:** [PLC777 Order.pdf](#)

NMOCD has issued Administrative Order PLC-777 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
30-025-44598	Mean Green 23 35 Federal Com #4H	E/2 SE/4	23-26S-34E	96672
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-44597	Mean Green 23 35 Federal Com #3H	E/2 SE/4	23-26S-34E	96672
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-44596	Mean Green 23 35 Federal Com #2H	E/2 SE/4	23-26S-34E	96776
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-44595	Mean Green 23 35 Federal Com #1H	E/2 SE/4	23-26S-34E	96776
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-48013	Mean Green 23 35 Federal Com #8H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	
30-025-48014	Mean Green 23 35 Federal Com #9H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	
30-025-48015	Mean Green 23 35 Federal Com #10H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	

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. If you have any questions regarding this matter, please contact me.

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

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Deal, Rebecca](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)  
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		E/2 NE/4	35-26S-34E	
30-025-44597	Mean Green 23 35 Federal Com #3H	E/2 SE/4	23-26S-34E	96672
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-44596	Mean Green 23 35 Federal Com #2H	E/2 SE/4	23-26S-34E	96776
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-44595	Mean Green 23 35 Federal Com #1H	E/2 SE/4	23-26S-34E	96776
		E/2 E/2	26-26S-34E	
		E/2 NE/4	35-26S-34E	
30-025-48013	Mean Green 23 35 Federal Com #8H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	
30-025-48014	Mean Green 23 35 Federal Com #9H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	
30-025-48015	Mean Green 23 35 Federal Com #10H	SW/4	23-26S-34E	96672
		W/2	26-26S-34E	
		NW/4	35-26S-34E	

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

**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 33607

**CONDITIONS**

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 33607
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	2/23/2022