



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

April 6th, 2023

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

Re: NORTH THISTLE 15 CTB 2
Sec.-T-R: 15-23S-33E
County: Lea Co., New Mexico
Wells: NORTH THISTLE 15-10 STATE COM 1H - 6H & PARSELTONGUE 15-10 STATE COM 20H - 22H, 24H, 25H, 29H, 31H & 32H
Lease: NMNM132066, NMNM129731, NMNM130602
Agreements: Pending Bone Spring & Wolfcamp CAs
Pool: [7320] BRINNINSTOOL; BONE SPRING
[5170] BELL LAKE; WOLFCAMP, NORTH

Dear Mr. McClure:

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

The working interest, royalty interest and overriding royalty interest owners are identical. An application will be submitted to the SLO.

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

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

Sincerely,

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

Rebecca Deal
Regulatory Compliance Professional

Enclosures

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

State of New Mexico
 Energy, Minerals and Natural Resources

Form C-103
 Revised July 18, 2013

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

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO. 30-025-45392 (Multiple)
1. Type of Well: Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>		5. Indicate Type of Lease STATE <input type="checkbox"/> FEE <input type="checkbox"/>
2. Name of Operator Devon Energy Production Co. LP		6. State Oil & Gas Lease No.
3. Address of Operator 333 W. Sheridan Ave OKC, OK 73102		7. Lease Name or Unit Agreement Name NORTH THISTLE 15-10 STATE COM
4. Well Location Unit Letter M : 415 feet from the South line and 760 feet from the West line Section 15 Township 23S Range 33E NMPM Lea County		8. Well Number 1H (Multiple)
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3710.3'		9. OGRID Number 6137
		10. Pool name or Wildcat [96776] JABALINA;WOLFCAMP, SW

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

NOTICE OF INTENTION TO:	SUBSEQUENT REPORT OF:
PERFORM REMEDIAL WORK <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>
DOWNHOLE COMMINGLE <input type="checkbox"/>	P AND A <input type="checkbox"/>
CLOSED-LOOP SYSTEM <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>
OTHER: Surface Commingle <input checked="" type="checkbox"/>	OTHER: <input type="checkbox"/>

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

Devon Energy respectfully requests approval for Lease/Pool Commingling at the North Thistle 15 CTB 2. This is application is necessary due to multiple pools and Communitization Agreements & Lease. The working interest, royalty interest and overriding royalty interest owners are identical.

Please find the included commingle application for the Central Tank Battery of the NORTH THISTLE 15-10 STATE COM 1H - 6H & PARSELTONGUE 15-10 STATE COM 20H - 22H, 24H, 25H, 29H, 31H & 32H wells.

Spud Date:

Rig Release Date:

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

SIGNATURE Rebecca Deal TITLE Regulatory Analyst DATE 4/6/2023

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

For State Use Only

APPROVED BY: _____ TITLE _____ DATE _____

Conditions of Approval (if any):

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Rebecca Deal TITLE: Regulatory Specialist

4/4/2023

TYPE OR PRINT NAME Rebecca Deal TELEPHONE NO.: 405-228-8492

E-MAIL ADDRESS: rebecca.deal@dmn.com

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: see attachments for multiple wells and API's **API:** _____
Pool: 7320 BRINNINSTOOL; BONE SPRING **Pool Code:** _____

5170 BELL LAKE; WOLFCAMP, NORTH

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

FOR OCD ONLY

☐ Notice Complete
☐ Application Content Complete

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

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

Rebecca Deal

Print or Type Name

Rebecca Deal

Signature

4/5/2023

Date

405-228-8492

Phone Number

rebecca.deal@dvn.com

e-mail Address

APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE**Proposal for NORTH THISTLE 15 CTB 2:**

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

WELL NAME	LOCATION	API	POOL CODE	POOL CODE DESCRIPTION	LEASE/CA/PA
NORTH THISTLE 15-10 STATE COM 1H	M-15-23S-33E	30-025-45392	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE
NORTH THISTLE 15-10 STATE COM 2H	M-15-23S-33E	30-025-45393	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE
NORTH THISTLE 15-10 STATE COM 3H	N-15-23S-33E	30-025-45394	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE
NORTH THISTLE 15-10 STATE COM 4H	O-15-23S-33E	30-025-45395	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE
NORTH THISTLE 15-10 STATE COM 5H	P-15-23S-33E	30-025-45396	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE
NORTH THISTLE 15-10 STATE COM 6H	P-15-23S-33E	30-025-45397	7320	BRINNINSTOOL; BONE SPRING	STATE LEASE

WELL NAME	LOCATION	API	POOL CODE	POOL CODE DESCRIPTION	LEASE/CA/PA
PARSELTONGUE 15-10 STATE COM 20H	M-15-23S-33E	30-025-48503	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 21H	N-15-23S-33E	30-025-48504	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 22H	N-15-23S-33E	30-025-48505	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 29H	N-15-23S-33E	30-025-49653	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 24H	P-15-23S-33E	30-025-48469	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 25H	P-15-23S-33E	30-025-48470	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 31H	O-15-23S-33E	30-025-50831	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE
PARSELTONGUE 15-10 STATE COM 32H	O-15-23S-33E	30-025-50832	5170	BELL LAKE; WOLFCAMP, NORTH	STATE LEASE

CA:

- CA for Bone Spring - E/2 of Sec 15, and E/2 of Section 10, all in T23S, R33Es N,M. P.M., Lea County, NM
- CA for Bone Spring - W/2 of Sec 15, and W/2 of Section 10, all in T23S, R33Es N,M. P.M., Lea County, NM
- CA for Wolfcamp - W/2 of Sec 15, and W/2 of Section 10, all in T23S, R33Es N,M. P.M., Lea County, NM
- CA for Wolfcamp - E/2 of Sec 15, and E/2 of Section 10, all in T23S, R33Es N,M. P.M., Lea County, NM

Oil & Gas metering:

The North Thistle 15 CTB 2 central tank battery is in SW/4 & SE/4, S15, T23S, R33E in Lea County, New Mexico.

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

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

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) 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
NORTH THISTLE 15-10 STATE COM 1H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 15-10 STATE COM 2H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 15-10 STATE COM 3H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 15-10 STATE COM 4H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 15-10 STATE COM 5H	DVN / *	DVN / *	DVN / *
NORTH THISTLE 15-10 STATE COM 6H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 20H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 21H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 22H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 29H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 24H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 25H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 31H	DVN / *	DVN / *	DVN / *
PARSELTONGUE 15-10 STATE COM 32H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	DVN / *		
Oil FMP	EnLink		

Meter Owner / Serial Number:

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

The total of all oil sales meters will be allocated to each well based on the oil allocation meter located downstream of each well's 3-phase separator. 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 OCD will be notified of any future changes to the facilities.

Process and Flow Descriptions:

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

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed

commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

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

Date: 4/4/2023

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

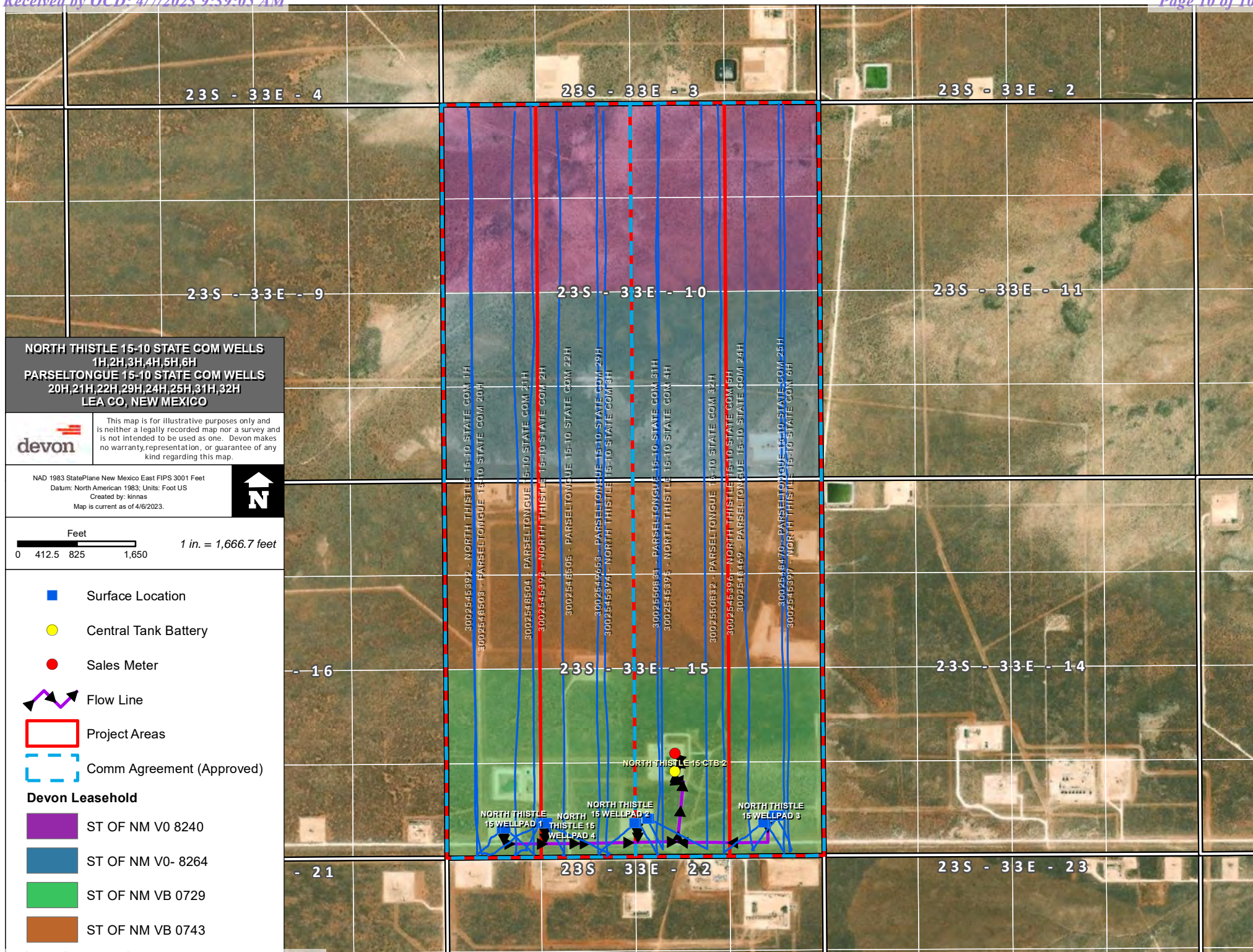
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

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

WATER ALLOCATION

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

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




Economic Justification Report

NORTH THISTLE 15 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
NORTH THISTLE 15-10 STATE COM 1H	Sweet	See attachments						124	42.7	1989	1170
NORTH THISTLE 15-10 STATE COM 2H	Sweet							54	42.7	1408	1170
NORTH THISTLE 15-10 STATE COM 3H	Sweet							47	42.7	1422	1170
NORTH THISTLE 15-10 STATE COM 4H	Sweet							45	42.7	1346	1170
NORTH THISTLE 15-10 STATE COM 5H	Sweet							46	42.7	1146	1170
NORTH THISTLE 15-10 STATE COM 6H	Sweet							82	42.7	1318	1170
PARSELTONGUE 15-10 STATE COM 20H	Sweet							2,363	44.8	4,583	1273
PARSELTONGUE 15-10 STATE COM 21H	Sweet							2,295	44.8	4,461	1273
PARSELTONGUE 15-10 STATE COM 22H	Sweet							1,873	44.8	3,658	1273
PARSELTONGUE 15-10 STATE COM 29H	Sweet							2,120	44.8	4,236	1273
PARSELTONGUE 15-10 STATE COM 24H*	Sweet							1,880	44.8	3,715	1273
PARSELTONGUE 15-10 STATE COM 25H*	Sweet							1,880	44.8	3,715	1273
PARSELTONGUE 15-10 STATE COM 31H*	Sweet							1,880	44.8	3,715	1273
PARSELTONGUE 15-10 STATE COM 32H*	Sweet							1,880	44.8	3,715	1273
*off set production used											

Signed:



Date: 4/6/2023

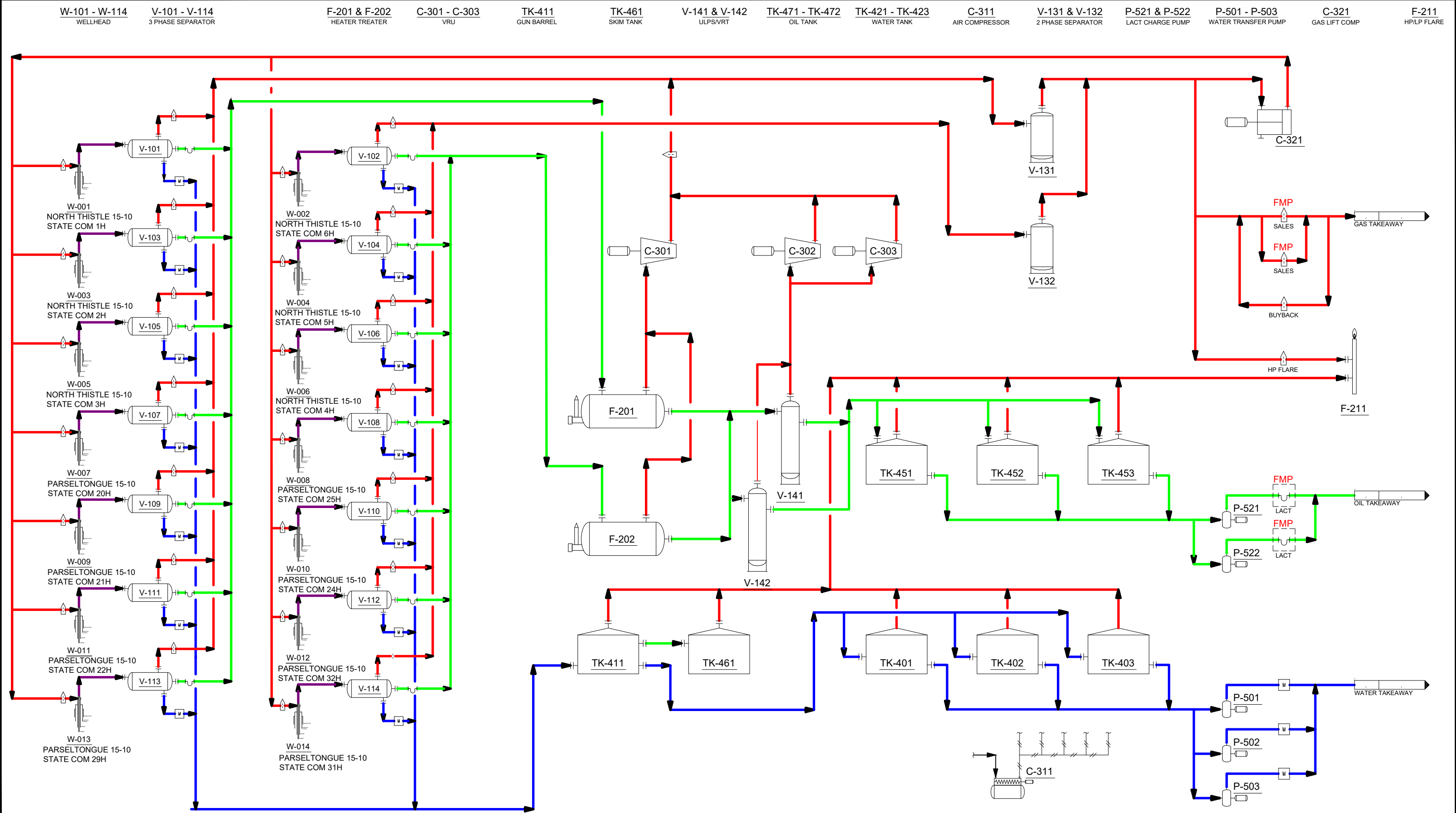
Printed Name: Rebecca Deal

Title: Regulatory Compliance Specialist

Economic Combined Production


BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
16569.0	24.4	40427.0	900.1

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



NOTES:

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

				DRAWING STATUS			DRAWN BY		DATE			Devon Energy Corporation 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015						
				ISSUED FOR		DATE	BY	ENGINEERED BY		DATE		DBBU - SPINE DESIGN STANDARD PROCESS FLOW DIAGRAM						
				BID				APPROVED BY		DATE								
				CONSTRUCTION														
				AS-BUILT								PROJECT No.:						
				CONFIDENTIAL				DRAWING No.: ST-120-01										
				This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.														
REV	DESCRIPTION			DATE	BY	APPROVED					FILE NAME		REV	3				
DRAWING REVISION															STD-120-01			

Printed: 4/8/21
PLOT SCALE: 0.5121
V:\USACORPORATED\ENGINEERING\DESIGN\STANDARD PROCESS FLOW DIAGRAMS\ST-120-01.DWG
FILE NAME: STD-120-01
REV: 3



Released to Imaging: 9/15/2025 10:05:13 AM



Commissioner

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Donna Hatchett
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

February 27th, 2019

Re: Communitization Agreement Approval
North Thistle 15-10 State Com Well #1H
Vertical Extent: Bone Spring
Township: 23 South, Range 33 East, NMPM
Section 10: W2
Section 15: W2
Lea County, New Mexico

Dear Ms. Hatchett,

The Commissioner of Public Lands has this date approved the North Thistle 15-10 State Com Well #1H Communitization Agreement for the Bone Spring formation effective 12/6/2018. Enclosed are three Certificates of Approval.

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

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

Sincerely,

Stephanie Garcia Richard/ss
Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

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

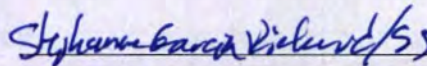
Devon Energy Production Company, LP
North Thistle 15-10 State Com Well #1H
Vertical Extent: Bone Spring
Township: 23 South, Range: 33 East, NMPM
Section 10: W2
Section 15: W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **December 6, 2018**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 27th Day of February, 2019.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**STATE/STATE OR
STATE/FEE**
Revised March 2017

Revised March 2017

API #: 30-025-45392

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

Subdivisions: W/2 of Section 15, and W/2 of Section 10, all in Township 23 South, Range 33 East, NMPM, Lea County, NM

containing 640.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.
4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operations shall be determined and performed by Devon Energy Production Company, L.P.

ONLINE version
March, 2017

State/State
State/Fee

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5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a

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

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR AND LESSEE OF RECORD

DEVON ENERGY PRODUCTION COMPANY, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President

AB
m
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Acknowledgment in a Representative Capacity

State of Oklahoma)
SS)
County of Oklahoma)

This instrument was acknowledged before me on this 13th day of December, 2018, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Courtney Thomas

Signature of Notarial Officer

My commission expires: 7-24-2021

ONLINE version
March, 2017

State/State
State/Fee

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Exhibit "A"

Attached to and made a part of that Communitization Agreement dated December 6, 2018, embracing the W2 of Section 15 and W/2 of Section 10, all in Township 23 South, Range 33 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

Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease	VO 8240
Date of Lease:	April 1, 2008
Description of Lands Committed:	Insofar and only insofar as said lease covers the NW/4 of Section 10, Township 23 South, Range 33 East
Number of Acres:	160 acres
Term of Lease:	Five years
Royalty Rate:	1/6th
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 100.00%
Name and Percent ORRI Owners:	None

TRACT NO. 2

Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.

ONLINE version
March, 2017

State/State
State/Fee

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Serial No. of Lease	VO 8264
Date of Lease:	May 1, 2008
Description of Lands Committed:	Insofar and only insofar as said lease covers the SW/4 of Section 10, Township 23 South, Range 33 East
Number of Acres:	160 acres
Term of Lease:	Five years
Royalty Rate:	1/6th
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 100.00%
Name and Percent ORRI Owners:	None

TRACT NO. 3

Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease	VB-0743
Date of Lease:	August 1, 2005
Description of Lands Committed:	Insofar and only insofar as said lease covers the NW/4 of Section 15, Township 23 South, Range 33 East
Number of Acres:	160 acres
Term of Lease:	Five years
Royalty Rate:	3/16ths
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 100.00%
Name and Percent ORRI Owners:	None

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TRACT NO. 4

Lessor: State of New Mexico, by and through Commissioner of Public Lands

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

Serial No. of Lease VB-0729

Date of Lease: August 1, 2005

Description of Lands Committed: Insofar and only insofar as said lease covers the SW/4 of Section 15, Township 23 South, Range 33 East

Number of Acres: 160 acres

Term of Lease: Five years

Royalty Rate: 3/16ths

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

Name and Percent ORRI Owners: Chevron U.S.A. Inc. – 3.25%

RECAPITULATION





Tract Number	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	25.00%
Tract No. 2	160.00	25.00%
Tract No. 3	160.00	25.00%
Tract No. 4	<u>160.00</u>	<u>25.00%</u>
	640.00	100.00%

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PLAT

Attached to and made a part of that Communitization Agreement dated December 6, 2018, embracing the W/2 of Section 15, and the W/2 of Section 10, all in T23S, R33E, N.M.P.M., Lea County, New Mexico.

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

Tract 1 VB-8240 160.00 acres 	BHL		10
Tract 2 VB-8264 160.00 acres 			
Tract 3 VB-0743 160.00 acres 			15
Tract 4 VB-0729 160.00 acres 			
	SHL		

North Thistle 15-10 State Com 1H
 SHL 415' FSL & 760' FWL of Section 15-T23S-R33E
 BHL 20' FNL & 380' FWL of Section 10-T23S-R33E



Donna Hatchett
Land Analysis Professional

Devon Energy Corporation
333 West Sheridan
Oklahoma City, Oklahoma 73102-5105
Office: (405) 552-4696
Fax: (405) 552-8113

January 4, 2019

VIA FED EX 7741-1445-8989

State of New Mexico
Commissioner of Public Lands
P. O. Box 1148
Santa Fe, New Mexico 87504-1148

Attn: Niranjana Khalsa

Re: Communitization Agreement
North Thistle 15-10 State Com 1H
W/2 Section 10-T23S-R33E
W/2 Section 15-T23S-R33E
Lea County, New Mexico

Dear Ms. Khalsa:

Please find enclosed original Communitization Agreement, in duplicate, for State of New Mexico Leases V0-8240, V0-8264, VB-0743, and VB-0729 for the purpose of communitizing the North Thistle 15-10 State Com 1H well. Also enclosed is Devon's check in the amount of \$200.00 for your fee.

If additional information is required, please advise.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

A handwritten signature in cursive script that reads "Donna Hatchett".

Donna Hatchett
Land Analysis Professional

:dh\nmstatenorththistle1510 1Hcomheck.doc
Enclosures

80062359



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

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

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

DATE 12/12/2018

405-228-4800

80062359

No. 0002463434

YOUR REFERENCE		INV. DATE	NET AMOUNT
2018-12-12T07:51	Approval Fee	12/12/2018	200.00
TOTAL			200.00

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



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

Bank of America
National Association

Vendor No: 80062359

64-1278 12/12/2018
611

No. 0002463434

PAY THIS AMOUNT

*****\$200.00

****TWO HUNDRED AND ZERO CENTS

PAY
TO THE
ORDER OF

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

VOID AFTER 90 DAYS
ONLY NEGOTIABLE AT FINANCIAL INSTITUTIONS

Void Over \$200.00

Authorized Signature

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

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: Well Name: North Thistle 15-10 State Com 4H

STATE OF NEW MEXICO)
API #: 30-025-45395
ss)
COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of December 6, 2018, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Subdivisions: E/2 of Section 15, and E/2 of Section 10, all in Township 23 South, Range 33 East,
NMPM, Lea County, NM

containing 640.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.
4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operations shall be determined and performed by Devon Energy Production Company, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a

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

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR AND LESSEE OF RECORD

DEVON ENERGY PRODUCTION COMPANY, L.P.

BY: Catherine Lebsack
Catherine Lebsack, Vice President

AB
[Signature]

Acknowledgment in a Representative Capacity

State of Oklahoma)
 SS)
County of Oklahoma)

This instrument was acknowledged before me on this 13th day of December, 2018, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



(Seal)

Courtney Thomas
Signature of Notarial Officer

My commission expires: 7-24-2021

Exhibit "A"

Attached to and made a part of that Communitization Agreement dated December 6, 2018, embracing the E/2 of Section 15 and E/2 of Section 10, all in Township 23 South, Range 33 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

Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease	VO 8240
Date of Lease:	April 1, 2008
Description of Lands Committed:	Insofar and only insofar as said lease covers the NE/4 of Section 10, Township 23 South, Range 33 East
Number of Acres:	160 acres
Term of Lease:	Five years
Royalty Rate:	1/6th
Name and Percent WI Owners:	Devon Energy Production Company, L.P. 100.00%
Name and Percent ORRI Owners:	None

TRACT NO. 2

Lessor:	State of New Mexico, by and through Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease	VO 8264

ONLINE version
March, 2017

State/State
State/Fee

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Date of Lease: May 1, 2008

Description of Lands Committed: Insofar and only insofar as said lease covers the SE/4 of Section 10, Township 23 South, Range 33 East

Number of Acres: 160 acres

Term of Lease: Five years

Royalty Rate: 1/6th

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

Name and Percent ORRI Owners: None

TRACT NO. 3

Lessor: State of New Mexico, by and through Commissioner of Public Lands

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

Serial No. of Lease VB-0743

Date of Lease: August 1, 2005

Description of Lands Committed: Insofar and only insofar as said lease covers the NE/4 of Section 15, Township 23 South, Range 33 East

Number of Acres: 160 acres

Term of Lease: Five years

Royalty Rate: 3/16ths

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

Name and Percent ORRI Owners: None

TRACT NO. 4

Lessor: State of New Mexico, by and through Commissioner of Public Lands

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

Serial No. of Lease VB-0729

Date of Lease: August 1, 2005

Description of Lands Committed: Insofar and only insofar as said lease covers the SE/4 of Section 15, Township 23 South, Range 33 East

Number of Acres: 160 acres

Term of Lease: Five years

Royalty Rate: 3/16ths

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

Name and Percent ORRI Owners: Chevron U.S.A. Inc. – 3.25%

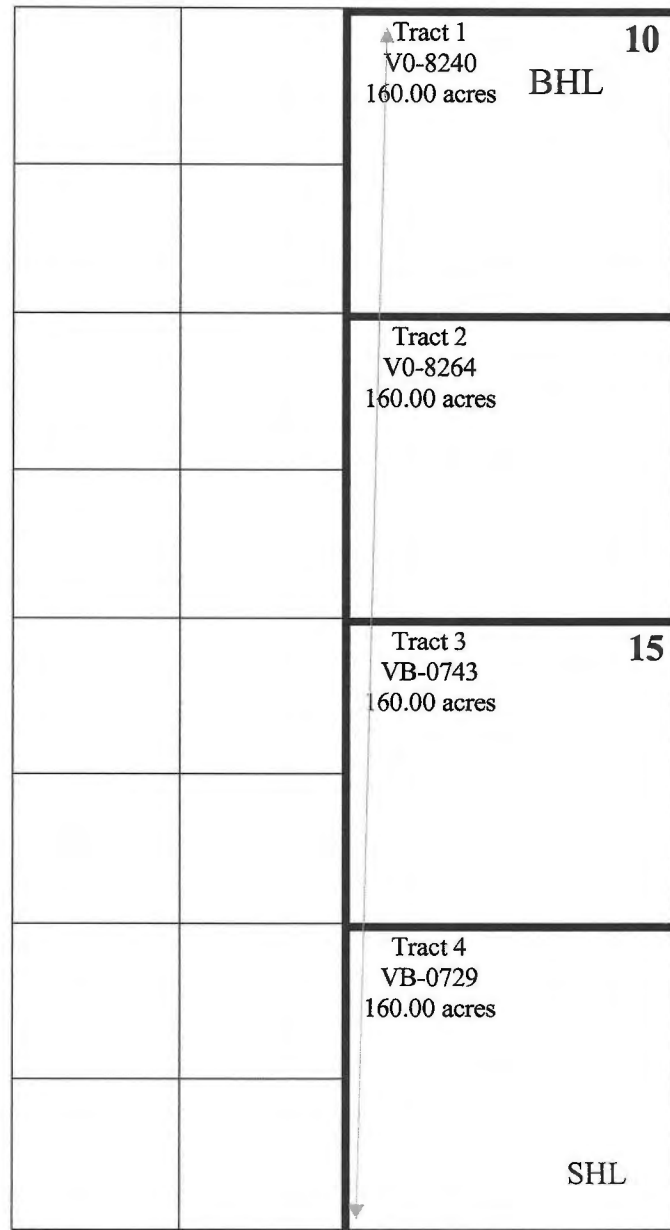
RECAPITULATION

Tract Number	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	25.00%
Tract No. 2	160.00	25.00%
Tract No. 3	160.00	25.00%
Tract No. 4	<u>160.00</u>	<u>25.00%</u>
	640.00	100.00%

uhjPLAT

Attached to and made a part of that Communitization Agreement dated December 6, 2018, embracing the E/2 of Section 15, and E/2 of Section 10, all in T23S, R33E, N.M.P.M., Lea County, New Mexico

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



North Thistle 15-10 State Com 4H
SHL 475' FSL & 2636' FEL of Section 15-T22S-R33E
BHL 20' FNL & 2188' FEL of Section 10-T22S-R33E



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Peggy Buller
Devon Energy Production Company, LP
333 W. Sheridan Avenue
Oklahoma City, OK 73102

May 9th, 2022

Re: Communitization Agreement Approval
Parseltongue 15 10 State Com #020H
Vertical Extent: Wolfcamp
Township: 23 South, Range 33 East, NMPM
Section 10: W2
Section 15: W2

Lea County, New Mexico

Dear Ms. Buller,

The Commissioner of Public Lands has this date approved the Parseltongue 15 10 State Com #020H Communitization Agreement for the Wolfcamp formation effective 2-1-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Garcia Richard", is written over a horizontal line.

Stephanie Garcia Richard
Commissioner of Public Lands

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Devon Energy Production Company, LP
Parseltongue 15 10 State Com #020H
Wolfcamp**

**Township: 23 South, Range: 33 East, NMPM
Section 10: W2
Section 15: W2**

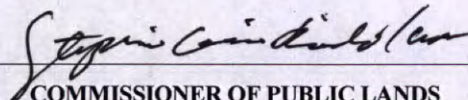
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **February 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **9th day of May, 2022**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

Devon Energy Production Company, LP
Parseltongue 15 10 State Com #020H
Wolfcamp

Township: 23 South, Range: 33 East, NMPM

Section 10: W2

Section 15: W2

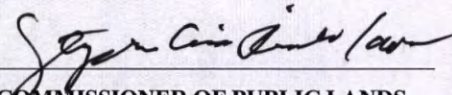
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Parseltongue 15 10 State Com #020H
Wolfcamp**

Township: 23 South, Range: 33 East, NMPM

Section 10: W2

Section 15: W2

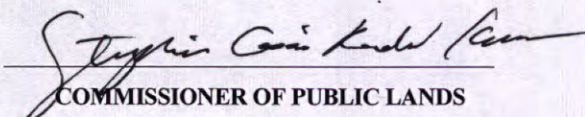
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 48503

STATE OF NEW MEXICO)
SS) Well Name: Parseltongue 15-10 State Com 20H

COUNTY OF Lea)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) February 1, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

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 undersigned as follows:

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

Subdivisions: W2

Of Sect (s): 15 & 10 Twp: 23S Rng: 33E NMPM Lea County, NM

Containing 640.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Devon Energy Production Company, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Devon Energy Production Company, L.P..

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Devon Energy Production Company, L.P.

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

Devon Energy Production Company, L.P.
(Operator, Record Title and Working Interest Owner)

Date

By: _____

Lindsey N. Miles, Land Manager

ACKNOWLEDGEMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF Ottawa)

This instrument was acknowledged before me on March 3, 2022, by Lindsey N. Miles, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

Jennifer Harms

Signature of Notarial Officer

(Seal)

My Commission Expires: 11/06/2025

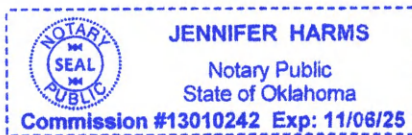


EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2022, embracing the W2 of Section 15-23S-33E and W2 of Section 10-23S-33E, Lea County, New Mexico; Wolfcamp Formation

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

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

Lease Serial Number:	ST of NM VF 0729
Lease Date:	August 1, 2005
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	Chalfant Properties Inc.
Description of Land Committed:	<u>Township 23 South, Range 33 East</u> Section 15: Insofar and only insofar as said lease covers the SW/4
Number of Acres:	160.00
Current Lessee of Record:	Devon Energy Production Company, L.P.
Royalty Rate:	18.75%
Name of Working Interest Owners:	Devon Energy Production Company, LP – 100.00%
Overriding Royalty Owners:	Chevron USA Inc.

Tract No. 2

Lease Serial Number:	ST of NM VB 0743
Lease Date:	August 1, 2005
Lease Term:	5 Years

Parseltongue 15-10 State Com

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Co LP

Description of Land Committed: Township 23 South, Range 33 East
Section 15: Insofar and only insofar as said lease covers NW/4

Number of Acres: 160.00

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

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, LP – 100.00%

Overriding Royalty Owners: None

Tract No. 3

Lease Serial Number: ST of NM V0 8264

Lease Date: May 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Co LP

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers SW/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, LP – 100.00%

Parseltongue 15-10 State Com

Overriding Royalty Owners: None

Tract No. 4

Lease Serial Number: ST of NM V0 8240

Lease Date: April 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Co LP

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers NW/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, LP – 100.00%

Overriding Royalty Owners: None

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	25.000000%
2	160.00	25.000000%
3	160.00	25.000000%
4	160.00	25.000000%
Total	640.00	100.000000%

Parseltongue 15-10 State Com



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

405 228 3044 Phone
www.devonenergy.com

Memorandum

To: David Korell

From: Jake Nourse (x2856)

Date: October 13, 2022

Subject: Parseltongue 15-10 State Com WC (State CA)
E2 Sec. 15 & 10-23S-33E
Lea County, New Mexico
Limited to the Wolfcamp formation

Attached for your review and execution are three (3) original State Communitization Agreements covering the Wolfcamp Formation in the E2 of Sections 15 & 10-23S-33E Lea County, New Mexico. This CAs allows the owners within the 640 acre unit to be communitized for payment.

Reviewed By:

A handwritten signature in blue ink, appearing to be "JN" or "Jake Nourse", written over a horizontal line.

Jake Nourse for Matthew Hoops

Executed By:

A handwritten signature in blue ink, appearing to be "DK" or "David Korell", written over a horizontal line.

David Korell

Return To: Jake Nourse



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Peggy Buller
Devon Energy Production Company, LP
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015

October 31st, 2022

Re: Communitization Agreement Approval
Parseltongue 15-10 State Com #024H
Vertical Extent: Wolfcamp
Township: 23 South, Range 33 East, NMPM
Section 15: E2
Section 10: E2
Lea County, New Mexico

Dear Ms. Buller,

The Commissioner of Public Lands has this date approved the Parseltongue 15-10 State Com #024H Communitization Agreement for the Wolfcamp formation effective 1-1-2023. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Parseltongue 15-10 State Com #024H
Wolfcamp
Township: 23 South, Range: 33 East, NMPM
Section 15: E2
Section 10: E2

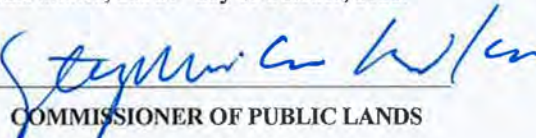
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There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **31st day of October, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Parseltongue 15-10 State Com #024H
Wolfcamp
Township: 23 South, Range: 33 East, NMPM
Section 15: E2
Section 10: E2

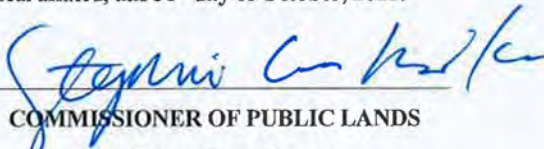
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Devon Energy Production Company, LP
Parseltongue 15-10 State Com #024H
Wolfcamp
Township: 23 South, Range: 33 East, NMPM
Section 15: E2
Section 10: E2


Lea County, New Mexico

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- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **31st day of October, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 48469

STATE OF NEW MEXICO)
SS)

Well Name: PARSELTONGUE 15-10 STATE COM 24H

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) JANUARY 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
Version
December 9, 2021

State/State

1

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 undersigned as follows:

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

Subdivisions: E2

Of Sect(s): 15 & 10 Twp: 23S Rng: 33E NMPM LEA County, NM

Containing 640.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

Witness my hand

State/State

December 9, 2021

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4. DEVON ENERGY PRODUCTION COMPANY, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by DEVON ENERGY PRODUCTION COMPANY, L.P..

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

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Version
December 9, 2021

State/State

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: DEVON ENERGY PRODUCTION COMPANY, L.P.

ONLINE
RECORD
December 9, 2021

State/State

2022 OCT 20 AM 10:52

4

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

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

10-17-2022

Date

By:  gm

David M. Korell
Land Manager

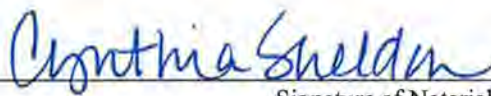
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on October 17th, 2022, by David M. Korell, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)





Signature of Notarial Officer

My Commission Expires: 11-25-2025

2022 OCT 20 AM 10:52

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated **January 1, 2023**, embracing the E2 of Section 15-23S-33E and E2 of Section 10-23S-33E, Lea County, New Mexico; Wolfcamp Formation

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

Lease Serial Number: ST of NM VB 0729

Lease Date: August 1, 2005

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Chalfant Properties Inc.

Description of Land Committed: Township 23 South, Range 33 East
Section 15: Insofar and only insofar as said lease covers the SE/4

Number of Acres: 160.00

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

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: Chevron USA Inc.

Tract No. 2

Lease Serial Number: ST of NM VB 0743

Lease Date: August 1, 2005

Lease Term: 5 Years

PARSELTONGUE 15-10 STATE COM

2022 OCT 20 AM 10:52

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 15: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

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

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

Tract No. 3

Lease Serial Number: ST of NM V0 8264

Lease Date: May 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers the SE/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

Tract No. 4

Lease Serial Number: ST of NM V0 8240

Lease Date: April 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>160.00</u>	<u>25.000000%</u>
Tract No.2	<u>160.00</u>	<u>25.000000%</u>
Tract No.3	<u>160.00</u>	<u>25.000000%</u>
Tract No.4	<u>160.00</u>	<u>25.000000%</u>
Total:	<u>640.00</u>	<u>100.000000%</u>

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

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 48469

STATE OF NEW MEXICO)
SS)

Well Name: PARSELTONGUE 15-10 STATE COM 24H

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) JANUARY 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

2022 OCT 20 11:10:52

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 undersigned as follows:

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

Subdivisions: E2

Of Sect(s): 15 & 10 Twp: 23S Rng: 33E NMPM LEA County, NM

Containing 640.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

CHERRY
JAN 28 2022
December 9, 2021

State/State

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4. DEVON ENERGY PRODUCTION COMPANY, L.P. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by DEVON ENERGY PRODUCTION COMPANY, L.P.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

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version
December 9, 2021

State/State

2022 OCT 20 AM 10:52

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: DEVON ENERGY PRODUCTION COMPANY, L.P.

ONLINE
version
December 9, 2021

State/State

2022 OCT 20 AM 10:52

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

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

10-17-2022

Date

By:  gr

David M. Korell
Land Manager

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on October 17th, 2022, by David M. Korell, as Land Manager of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Cynthia Sheldon

Signature of Notarial Officer

My Commission Expires: 11-25-2025

2022 OCT 20 AM 10:52

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated **January 1, 2023**, embracing the E2 of Section 15-23S-33E and E2 of Section 10-23S-33E, Lea County, New Mexico; Wolfcamp Formation

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

Lease Serial Number: ST of NM VB 0729

Lease Date: August 1, 2005

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Chalfant Properties Inc.

Description of Land Committed: Township 23 South, Range 33 East
Section 15: Insofar and only insofar as said lease covers the SE/4

Number of Acres: 160.00

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

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: Chevron USA Inc.

Tract No. 2

Lease Serial Number: ST of NM VB 0743

Lease Date: August 1, 2005

Lease Term: 5 Years

PARSELTONGUE 15-10 STATE COM

6

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 15: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

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

Royalty Rate: 18.75%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

Tract No. 3

Lease Serial Number: ST of NM V0 8264

Lease Date: May 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers the SE/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

PARSELTONGUE 15-10 STATE COM

7

Tract No. 4

Lease Serial Number: ST of NM V0 8240

Lease Date: April 1, 2008

Lease Term: 5 Years

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 33 East
Section 10: Insofar and only insofar as said lease covers the NE/4

Number of Acres: 160.00

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

Royalty Rate: 16.667%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Owners: None

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>160.00</u>	<u>25.000000%</u>
Tract No.2	<u>160.00</u>	<u>25.000000%</u>
Tract No.3	<u>160.00</u>	<u>25.000000%</u>
Tract No.4	<u>160.00</u>	<u>25.000000%</u>
Total:	<u>640.00</u>	<u>100.000000%</u>

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

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

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

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

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

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

HOBBES OCD
AUG 29 2019
RECEIVED

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45392		² Pool Code 7320	³ Pool Name BRINNINSTOOL;BONE SPRING
⁴ Property Code	⁵ Property Name NORTH THISTLE 15-10 STATE COM		⁶ Well Number 1H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3710.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	15	23 S	33 E		415	SOUTH	760	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	10	23 S	33 E		20	NORTH	380	WEST	LEA

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

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

<p>NW CORNER SEC. 10 LAT. = 32.3265058°N LONG. = 103.5687968°W NMSP EAST (FT) N = 483357.54 E = 777494.11</p> <p>W/4 CORNER SEC. 10 SCALED</p> <p>SECTION CORNER LAT. = 32.3119919°N LONG. = 103.5687843°W NMSP EAST (FT) N = 478077.43 E = 777533.58</p> <p>W/4 CORNER SEC. 15 LAT. = 32.3047319°N LONG. = 103.5687767°W NMSP EAST (FT) N = 475436.25 E = 777558.76</p> <p>SW CORNER SEC. 15 LAT. = 32.2974757°N LONG. = 103.5687592°W NMSP EAST (FT) N = 472796.48 E = 777580.98</p>		<p>NE CORNER SEC. 10 LAT. = 32.3265050°N LONG. = 103.5516842°W NMSP EAST (FT) N = 483395.41 E = 782780.05</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3192397°N LONG. = 103.5516795°W NMSP EAST (FT) N = 480732.27 E = 782800.78</p> <p>SECTION CORNER LAT. = 32.3119976°N LONG. = 103.5516863°W NMSP EAST (FT) N = 478117.39 E = 782818.20</p> <p>E/4 CORNER SEC. 15 SCALED</p> <p>SE CORNER SEC. 15 LAT. = 32.2974530°N LONG. = 103.5516745°W NMSP EAST (FT) N = 472826.30 E = 782860.12</p>		<p>" OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><u>Rebecca Deal</u> 12/6/2018 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p>
<p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD88.</p> <p>W/4 CORNER SEC. 10 SCALED</p> <p>SECTION CORNER LAT. = 32.3119919°N LONG. = 103.5687843°W NMSP EAST (FT) N = 478077.43 E = 777533.58</p> <p>W/4 CORNER SEC. 15 LAT. = 32.3047319°N LONG. = 103.5687767°W NMSP EAST (FT) N = 475436.25 E = 777558.76</p> <p>SW CORNER SEC. 15 LAT. = 32.2974757°N LONG. = 103.5687592°W NMSP EAST (FT) N = 472796.48 E = 777580.98</p>		<p>NE CORNER SEC. 10 LAT. = 32.3265050°N LONG. = 103.5516842°W NMSP EAST (FT) N = 483395.41 E = 782780.05</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3192397°N LONG. = 103.5516795°W NMSP EAST (FT) N = 480732.27 E = 782800.78</p> <p>SECTION CORNER LAT. = 32.3119976°N LONG. = 103.5516863°W NMSP EAST (FT) N = 478117.39 E = 782818.20</p> <p>E/4 CORNER SEC. 15 SCALED</p> <p>SE CORNER SEC. 15 LAT. = 32.2974530°N LONG. = 103.5516745°W NMSP EAST (FT) N = 472826.30 E = 782860.12</p>		<p>" SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 8, 2018 Date of Survey</p> <p><u>FILIMON F. JARAMILLO</u> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILIMON F. JARAMILLO, PLS 12797 SURVEY NO. 3670D</p>

HOBBS OCD
AUG 29 2019
RECEIVED

Intent ☐ As Drilled ☒

API # 30-025-45392		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 1H

HOBBS OCD

AUG 29 2019

Kick Off Point (KOP)

RECEIVED

UL M	Section 15	Township 23S	Range 33E	Lot	Feet 38	From N/S SOUTH	Feet 408	From E/W WEST	County LEA
Latitude 32.2975793					Longitude 103.5674389			NAD 83	

First Take Point (FTP)

UL M	Section 15	Township 23S	Range 33E	Lot	Feet 591	From N/S SOUTH	Feet 420	From E/W WEST	County LEA
Latitude 32.2990980					Longitude 103.5674037			NAD 83	

Last Take Point (LTP)

UL D	Section 10	Township 23S	Range 33E	Lot	Feet 150	From N/S NORTH	Feet 380	From E/W WEST	County LEA
Latitude 32.3260927					Longitude 103.5675671			NAD 83	

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

Is this well an infill well? ☐ Y

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

API # 30-025-45393		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 2H

KZ 06/29/2018

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

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

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

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45393	¹ Pool Code 7320	¹ Pool Name BRINNINSTOOL;BONE SPRING
⁴ Property Code	⁴ Property Name NORTH THISTLE 15-10 STATE COM	⁶ Well Number 2H
¹ OGRID No. 6137	¹ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	¹ Elevation 3711.4

19 Surface Location

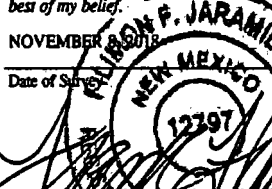
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	15	23 S	33 E		415	SOUTH	810	WEST	LEA

" 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
D	10	23 S	33E		20	NORTH	1284	WEST	LEA

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ 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	
<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p style="text-align: right; font-size: 1.2em;"><u>Rebecca Deal</u> 12/18/2018</p> <p>Signature Date</p> <p>Rebecca Deal, Regulatory Analyst</p> <p>Printed Name</p> <p><u>rebecca.deal@dmv.com</u></p> <p>E-mail Address</p>	<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 8 2018</p> <p>Date of Survey</p> <div style="text-align: center;">  </div> <p>Signature and Seal of Professional Surveyor: <u>F. Jaramillo</u></p> <p>Certificate Number: <u>FILMONT F. JARAMILLO, PLS 12797</u></p> <p style="text-align: right;">SURVEY NO. 3669D</p>

HOBBS OCD

AUG 29 2019

Intent ☒ As Drilled ☐**RECEIVED**

API #	
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: NORTH THISTLE 15-10 STATE COM
Well Number 2H	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	15	23S	33E		50	FSL	1284	FWL	LEA
Latitude					Longitude				NAD
32.297601					-103.564616				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	15	23S	33E		100	SOUTH	1284	WEST	LEA
Latitude					Longitude				NAD
32.2977452					103.5646054				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	10	23S	33E		100	NORTH	1284	WEST	LEA
Latitude					Longitude				NAD
32.3262310					103.5646405				83

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

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

API #	
Operator Name:	Property Name:
Well Number	

KZ 06/29/2018

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

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Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45394	² Pool Code 7320	³ Pool Name BRINNINSTOOL;BONE SPRING
⁴ Property Code	⁵ Property Name NORTH THISTLE 15-10 STATE COM	⁶ Well Number 3H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3717.9

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	15	23 S	33 E		475	SOUTH	2615	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	10	23 S	33 E		20	NORTH	2188	WEST	LEA

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ 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.

<p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANS EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD88.</p>	<p>¹⁶ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><u>Rebecca Deal</u> 12/18/2018 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p><u>rebecca.deal@dvn.com</u> E-mail Address</p> <p>¹⁷ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 1, 2018 Date of Survey</p> <p><u>[Signature]</u> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <u>71797</u> SURVEY NO. 4771A</p>
---	--

HOBBS OCDIntent ☒ As Drilled ☐

AUG 29 2019

API #

RECEIVED

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 3H
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Kick Off Point (KOP)

UL	Section 15	Township 23S	Range 33E	Lot	Feet 50	From N/S FSL	Feet 2188	From E/W FWL	County LEA
Latitude 32.297611					Longitude -103.561693				NAD 83

First Take Point (FTP)

UL N	Section 15	Township 23S	Range 33E	Lot	Feet 100	From N/S SOUTH	Feet 2188	From E/W WEST	County LEA
Latitude 32.2977414					Longitude 103.5616804				NAD 83

Last Take Point (LTP)

UL C	Section 10	Township 23S	Range 33E	Lot	Feet 100	From N/S NORTH	Feet 2188	From E/W WEST	County LEA
Latitude 32.3262309					Longitude 103.5617147				NAD 83

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

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

API #

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 2H
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KZ 06/29/2018

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45395		² Pool Code 7320	³ Pool Name BRINNINSTOOL;BONE SPRING
⁴ Property Code	⁵ Property Name NORTH THISTLE 15-10 STATE COM		⁶ Well Number 4H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3718.1

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	15	23 S	33 E		475	SOUTH	2636	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	10	23 S	33 E		20	NORTH	2188	EAST	LEA

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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<p>10 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 12/18/2018 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dvn.com E-mail Address</p>		<p>11 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 2018 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 72797 SURVEY NO. 4772A</p>	
--	--	---	--

HOBBS OCDIntent ☒ As Drilled ☐

AUG 29 2019

API #

RECEIVED

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 4H
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Kick Off Point (KOP)

UL	Section 15	Township 23S	Range 33E	Lot	Feet 50	From N/S FSL	Feet 2260	From E/W FEL	County LEA
Latitude 32.297594					Longitude -103.559001			NAD 83	

First Take Point (FTP)

UL O	Section 15	Township 23S	Range 33E	Lot	Feet 100	From N/S SOUTH	Feet 2188	From E/W EAST	County LEA
Latitude 32.2977375					Longitude 103.5587542			NAD 83	

Last Take Point (LTP)

UL B	Section 10	Township 23S	Range 33E	Lot	Feet 100	From N/S NORTH	Feet 2188	From E/W EAST	County LEA
Latitude 32.3262308					Longitude 103.5587657			NAD 83	

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

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

API #	Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: NORTH THISTLE 15-10 STATE COM	Well Number 5H
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KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
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Phone: (575) 748-1283 Fax: (575) 748-9720
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Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102
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RECEIVED ☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45396		² Pool Code 7320		³ Pool Name BRINNINSTOOL BONE SPRING	
⁴ Property Code 314247		⁵ Property Name NORTH THISTLE 15-10 STATE COM			⁶ Well Number 5H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3706.0

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	15	23 S	33 E		475	SOUTH	855	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	10	23 S	33 E		24	NORTH	1419	EAST	LEA

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

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

<p>NW CORNER SEC. 10 LAT. = 32.3265058°N LONG. = 103.5687968°W NMSF EAST (FT) N = 483357.54 E = 777494.11</p> <p>W Q CORNER SEC. 10 SCALED</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83.</p> <p>NW CORNER SEC. 15 LAT. = 32.3119919°N LONG. = 103.5687843°W NMSF EAST (FT) N = 478077.43 E = 777535.58</p> <p>W Q CORNER SEC. 15 LAT. = 32.3047319°N LONG. = 103.5687787°W NMSF EAST (FT) N = 475436.25 E = 777556.76</p> <p>SW CORNER SEC. 15 LAT. = 32.2974757°N LONG. = 103.5687592°W NMSF EAST (FT) N = 477796.48 E = 777580.98</p>		<p>N10 CORNER SEC. 10 SCALED</p> <p>BOTTOM OF HOLE LAT. = 32.3264397°N LONG. = 103.5562785°W NMSF EAST (FT) N = 483361.32 E = 781361.67</p> <p>LAST TAKE POINT 167' FNL, 1415' FEL LAT. = 32.3260469°N LONG. = 103.5562632°W</p> <p>FIRST TAKE POINT 514' FSL, 1406' FEL LAT. = 32.2988715°N LONG. = 103.5562260°W</p> <p>KICK OFF POINT 55' FSL, 1412' FEL LAT. = 32.2976092°N LONG. = 103.5562424°W</p> <p>SURFACE LOCATION FTP KOP</p>		<p>NE CORNER SEC. 10 LAT. = 32.3265058°N LONG. = 103.5516842°W NMSF EAST (FT) N = 483395.41 E = 782780.05</p> <p>E Q CORNER SEC. 10 LAT. = 32.3192387°N LONG. = 103.5516795°W NMSF EAST (FT) N = 480752.27 E = 782800.78</p> <p>NE CORNER SEC. 15 LAT. = 32.3119976°N LONG. = 103.5516853°W NMSF EAST (FT) N = 478117.59 E = 782818.20</p> <p>E Q CORNER SEC. 15 LAT. = 32.2974530°N LONG. = 103.5516745°W NMSF EAST (FT) N = 478206.30 E = 782860.12</p>	
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" OPERATOR CERTIFICATION

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

Rebecca Deal 8/28/2019
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.

NOVEMBER 15, 2018
Date of Survey

William F. Jaramila
Signature and Seal of Professional Surveyor

Certificate Number: **12797**
Professional Surveyor No. **4773B**

HOBBS OCDIntent ☐ As Drilled ☒

AUG 29 2019

API #
30-025-45396Operator Name:
DEVON ENERGY PRODUCTION
COMPANY, L.P.Property Name:
NORTH THISTLE 15-10 STATE COM**RECEIVED**
Well Number
5H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23S	33E		55	SOUTH	1412	EAST	LEA
Latitude					Longitude				NAD
32.2976092					103.5562424				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23S	33E		514	SOUTH	1406	EAST	LEA
Latitude					Longitude				NAD
32.2988715					103.5562260				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	10	23S	33E		167	NORTH	1415	EAST	LEA
Latitude					Longitude				NAD
32.3260469					103.5562632				83

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

☒

Is this well an infill well?

☐

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

API #

Operator Name:

Property Name:

Well Number

KZ 06/29/2018

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 Bravo Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

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

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

Form C-102
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45397	² Pool Code 7320	³ Pool Name BRINNINSTOOL; BONE SPRING
⁴ Property Code 314247	⁵ Property Name NORTH THISTLE 15-10 STATE COM	⁶ Well Number 6H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3706.2

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	15	23 S	33 E		475	SOUTH	825	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	10	23 S	33 E		19	NORTH	561	EAST	LEA

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

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

<p>NW CORNER SEC. 10 LAT. = 32.3265058°N LONG. = 103.5687966°W NMSP EAST (FT) N = 483357.54 E = 777494.11</p> <p>W O CORNER SEC. 10 SCALED</p> <p>N 10 CORNER SEC. 10 SCALED</p> <p>NE CORNER SEC. 10 LAT. = 32.3265058°N LONG. = 103.5516842°W NMSP EAST (FT) N = 483395.41 E = 782780.05</p> <p>E O CORNER SEC. 10 LAT. = 32.3192397°N LONG. = 103.5516795°W NMSP EAST (FT) N = 480752.27 E = 782800.78</p> <p>NW CORNER SEC. 15 LAT. = 32.3119919°N LONG. = 103.5687843°W NMSP EAST (FT) N = 478077.43 E = 777535.58</p> <p>W O CORNER SEC. 15 LAT. = 32.3047319°N LONG. = 103.5687787°W NMSP EAST (FT) N = 475436.25 E = 777556.76</p> <p>SW CORNER SEC. 15 LAT. = 32.2974757°N LONG. = 103.5687592°W NMSP EAST (FT) N = 472798.48 E = 777580.98</p> <p>N 10 CORNER SEC. 15 LAT. = 32.3119892°N LONG. = 103.5602426°W NMSP EAST (FT) N = 478095.37 E = 780174.48</p> <p>NE CORNER SEC. 15 LAT. = 32.3119978°N LONG. = 103.5516853°W NMSP EAST (FT) N = 478117.59 E = 782818.20</p> <p>E O CORNER SEC. 15 SCALED</p> <p>SE CORNER SEC. 15 LAT. = 32.2974530°N LONG. = 103.5516745°W NMSP EAST (FT) N = 472826.30 E = 782860.12</p>		<p>" OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Rebecca Deal</i> 8/28/2019 Signature Date</p> <p>Rebecca Deal, Regulatory Analyst Printed Name</p> <p>rebecca.deal@dmv.com E-mail Address</p>
<p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. ELEVATION VALUES ARE NAVD83.</p> <p>12 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 15, 2018 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 NEW MEXICO PROFESSIONAL SURVEYORS JAMES F. JARAMILLO NO. 47748</p>		

HOBBS OCD
AUG 29 2019
RECEIVED

Intent ☐ As Drilled ☒ XX

API # 30-025-45397	
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: NORTH THISTLE 15-10 STATE COM Well Number 6H

Kick Off Point (KOP)

UL P	Section 15	Township 23S	Range 33E	Lot	Feet 48	From N/S SOUTH	Feet 565	From E/W EAST	County LEA
Latitude 32.2975871					Longitude 103.5535042			NAD 83	

First Take Point (FTP)

UL P	Section 15	Township 23S	Range 33E	Lot	Feet 446	From N/S SOUTH	Feet 560	From E/W EAST	County LEA
Latitude 32.2986810					Longitude 103.5534871			NAD 83	

Last Take Point (LTP)

UL A	Section 10	Township 23S	Range 33E	Lot	Feet 202	From N/S NORTH	Feet 565	From E/W EAST	County LEA
Latitude 32.3259498					Longitude 103.5535138			NAD 83	

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

Is this well an infill well? ☐ Y

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

API # 30-025-45396	
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: NORTH THISTLE 15-10 STATE COM Well Number 5H

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
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DISTRICT IV
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-48503	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code 330177	Property Name PARSELTONGUE 15-10 STATE COM	Well Number 20H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3713.0'

Surface Location

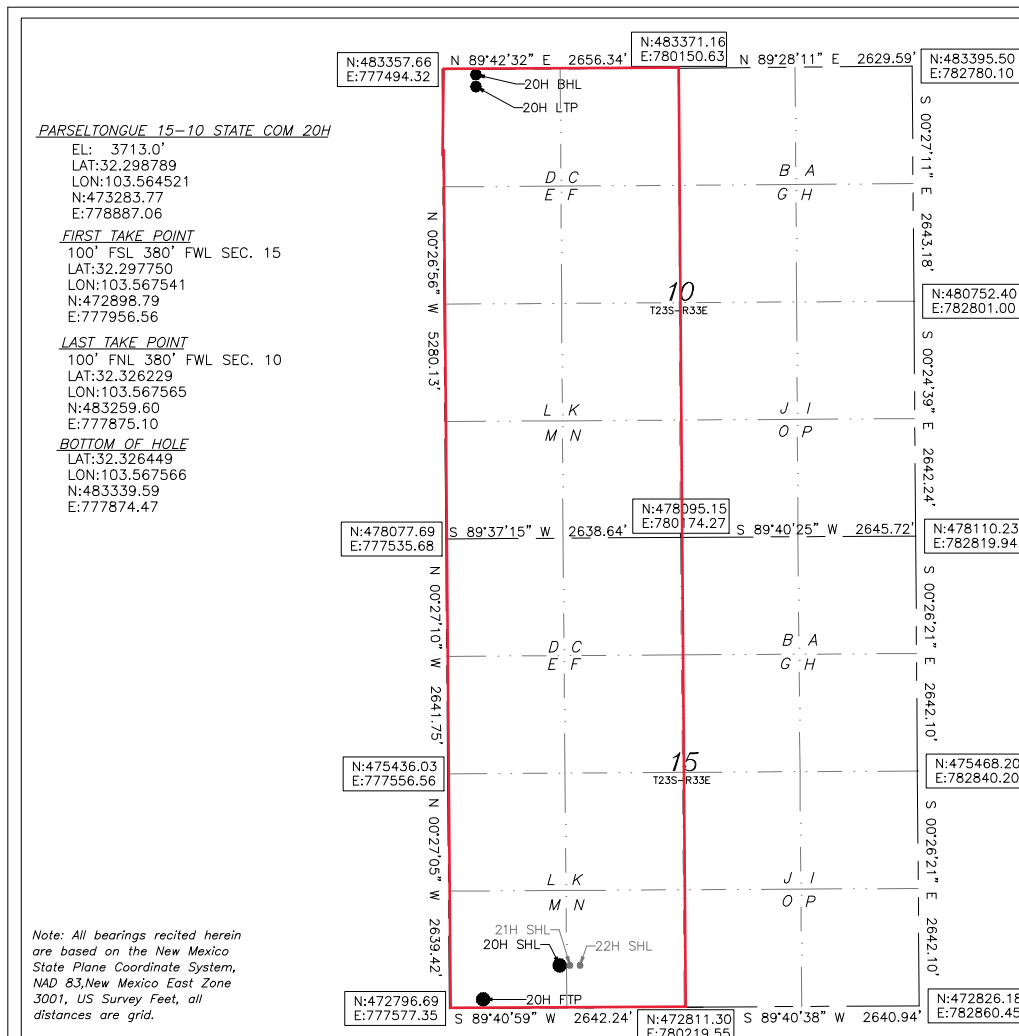
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	15	23-S	33-E		480	SOUTH	1314	WEST	LEA

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
D	10	23-S	33-E		20	NORTH	380	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 2/10/2021
Signature Date

Rebecca Deal, Regulatory Analyst

Printed Name

rebecca.deal@dmn.com

E-mail Address

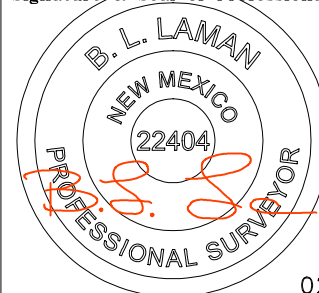
SURVEYOR CERTIFICATION

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.

01/30/2021

Date of Survey

Signature & Seal of Professional Surveyor



02/02/21

Certificate No. 22404

B.L. LAMAN

DRAWN BY: CM

Intent ☐ As Drilled ☐

API #		
Operator Name:	Property Name:	Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-48504	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code 330177	Property Name PARSELTONGUE 15-10 STATE COM	Well Number 21H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3712.0'

Surface Location

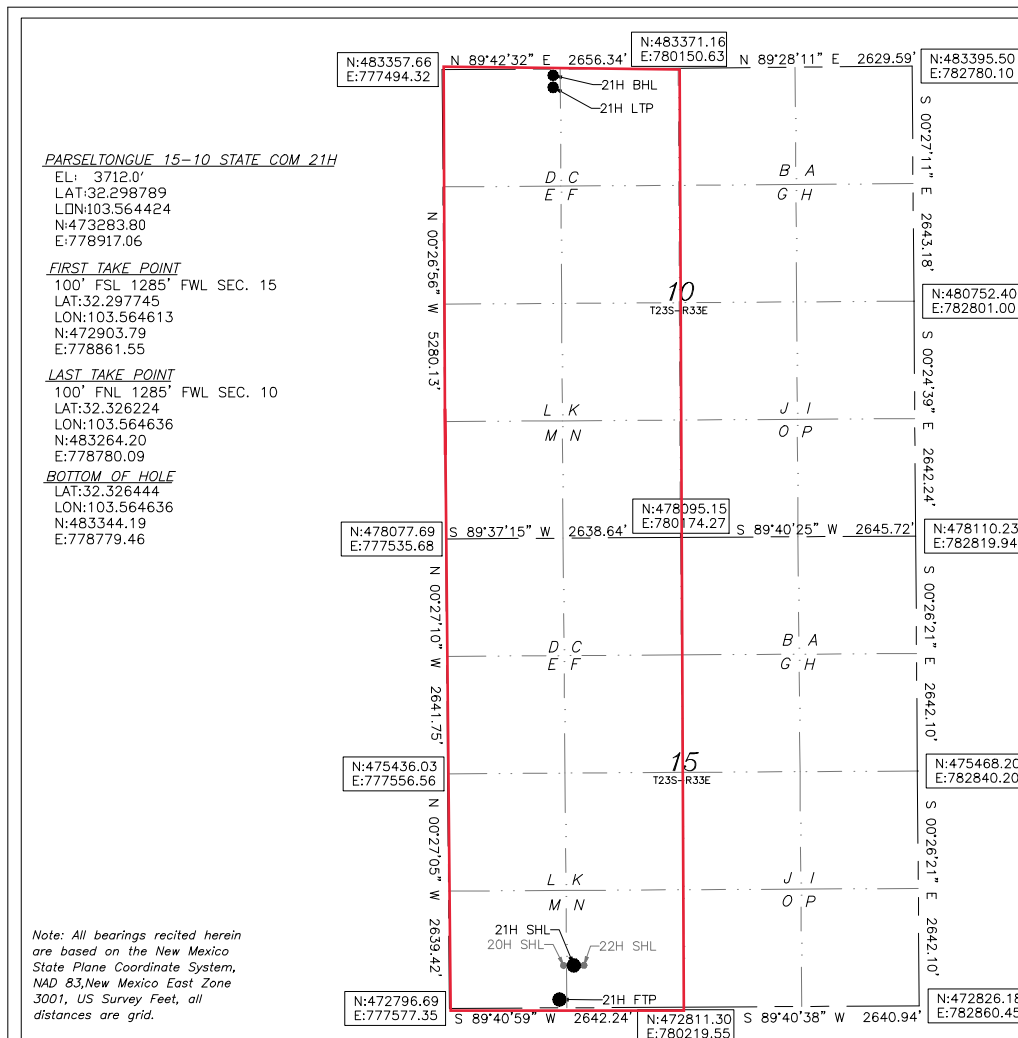
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	15	23-S	33-E		480	SOUTH	1344	WEST	LEA

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
D	10	23-S	33-E		20	NORTH	1285	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 2/10/2021
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.

1/30/2021

Date of Survey

Signature & Seal of Professional Surveyor



02/02/2021

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

Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 21H
---	--	--------------------

Kick Off Point (KOP)

UL	Section 15	Township 23S	Range 33E	Lot	Feet 211	From N/S FSL	Feet 1294	From E/W FWL	County LEA
Latitude 32.2980					Longitude -103.5647				NAD 83

First Take Point (FTP)

UL M	Section 15	Township 23	Range 33	Lot	Feet 100	From N/S SOUTH	Feet 1285	From E/W WEST	County LEA
Latitude 32.297745					Longitude 103.564613				NAD 83

Last Take Point (LTP)

UL D	Section 10	Township 23	Range 33	Lot	Feet 100	From N/S NORTH	Feet 1285	From E/W WEST	County LEA
Latitude 32.326224					Longitude 103.564636				NAD 83

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

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

API #

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

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

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811 S. FIRST ST., ARTESIA, NM 88210
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-48505	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code 330177	Property Name PARSELTONGUE 15-10 STATE COM	Well Number 22H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3713.8'

Surface Location

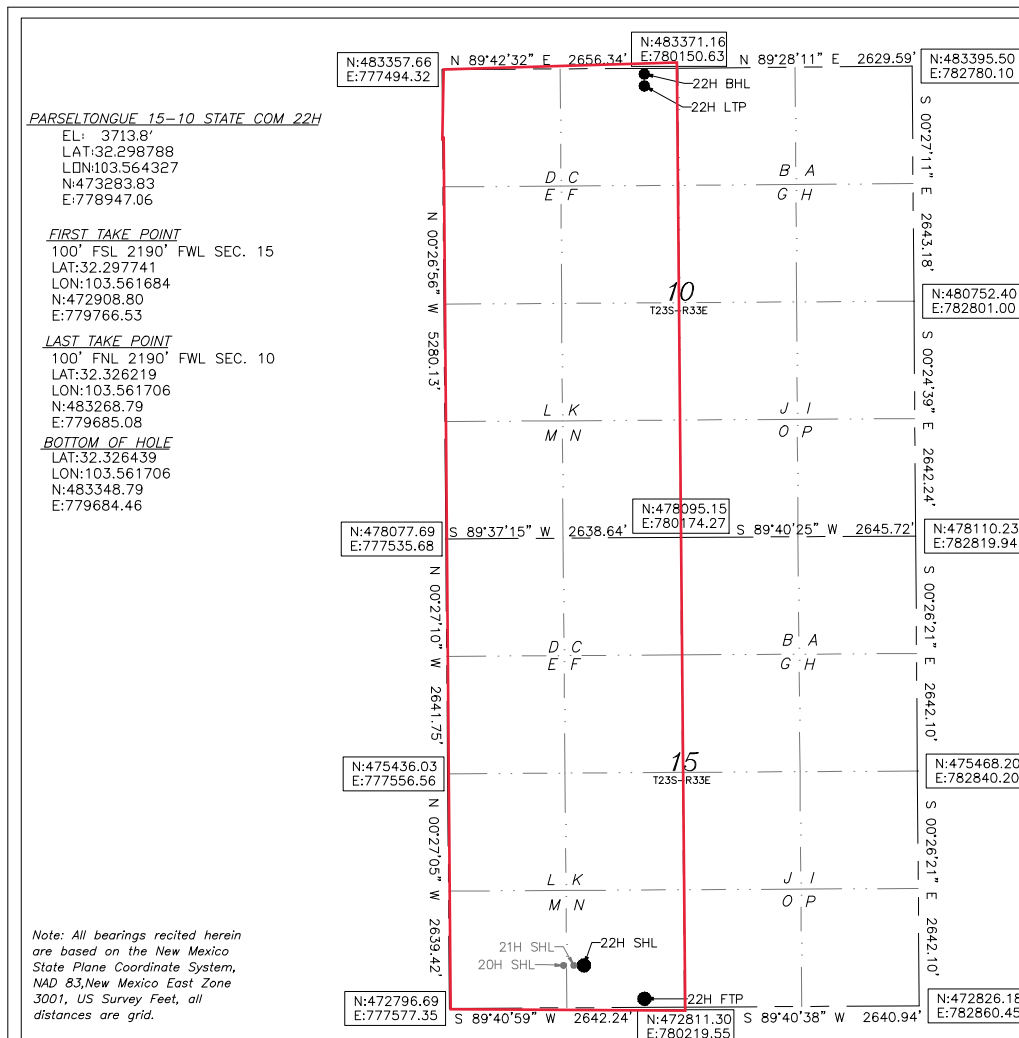
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	15	23-S	33-E		480	SOUTH	1374	WEST	LEA

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
C	10	23-S	33-E		20	NORTH	2190	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 2/10/2021
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

rebecca.deal@dvn.com
E-mail Address

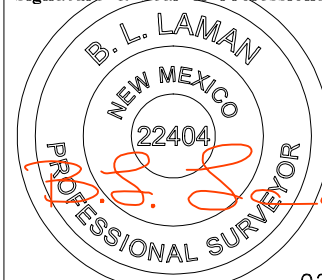
SURVEYOR CERTIFICATION

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.

01/30/2021

Date of Survey

Signature & Seal of Professional Surveyor



02/02/21

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

Intent ☒ As Drilled ☐

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 22H
---	--	--------------------

Kick Off Point (KOP)

UL	Section 15	Township 23S	Range 33E	Lot	Feet 345	From N/S FSL	Feet 2110	From E/W FWL	County LEA
Latitude 32.2983					Longitude -103.5620				NAD 83

First Take Point (FTP)

UL N	Section 15	Township 23	Range 33	Lot	Feet 100	From N/S SOUTH	Feet 2190	From E/W WEST	County LEA
Latitude 32.297741					Longitude 103.561684				NAD 83

Last Take Point (LTP)

UL C	Section 10	Township 23	Range 33	Lot	Feet 100	From N/S NORTH	Feet 2190	From E/W WEST	County LEA
Latitude 32.326219					Longitude 103.561706				NAD 83

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

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

API #

Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 21H
---	--	--------------------

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
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DISTRICT III
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DISTRICT IV
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-49653	Pool Code 5170	Pool Name BELL LAKE;WOLFCAMP, NORTH
Property Code 330177	Property Name PARSELTONGUE 15-10 STATE COM	Well Number 29H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3714.2'

Surface Location

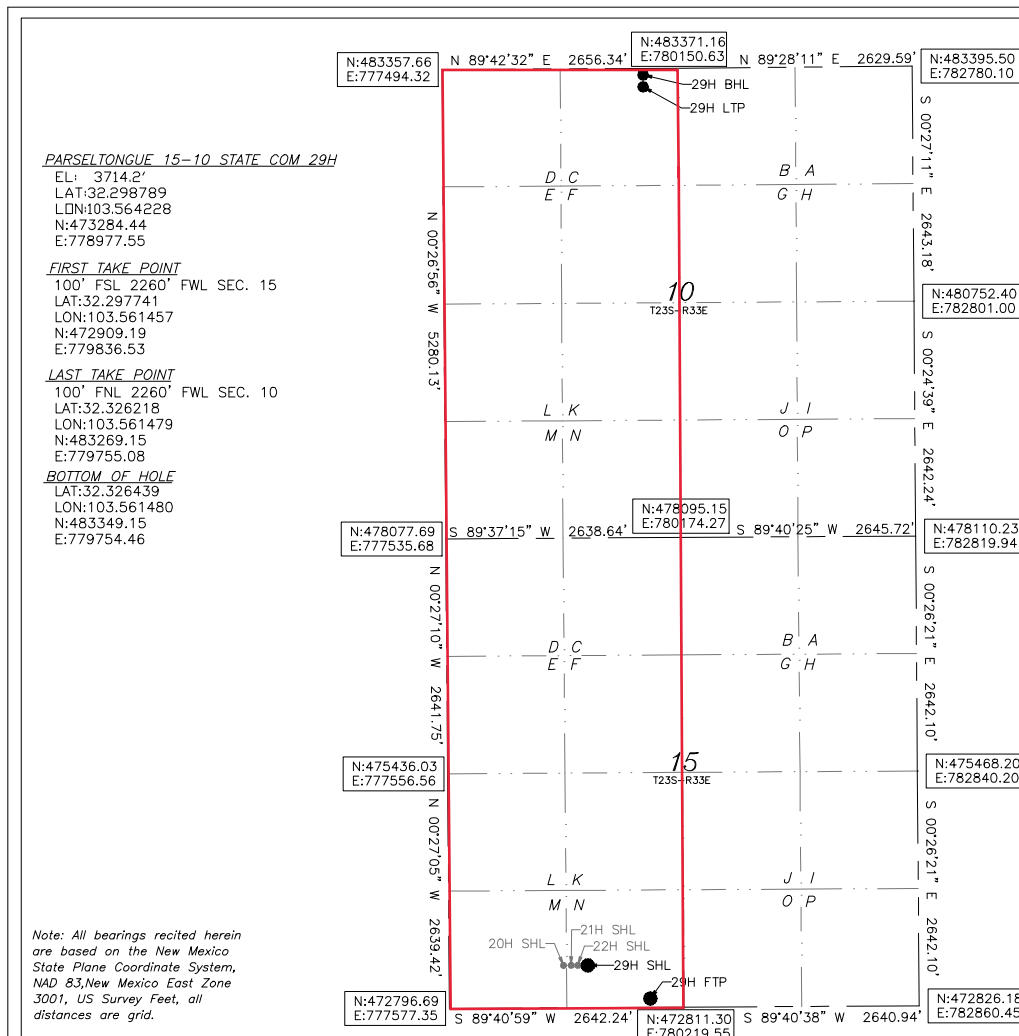
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	15	23-S	33-E		480	SOUTH	1404	WEST	LEA

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
C	10	23-S	33-E		20	NORTH	2260	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 12/8/2021
Signature Date

Rebecca Deal, Regulatory Analyst
Printed Name

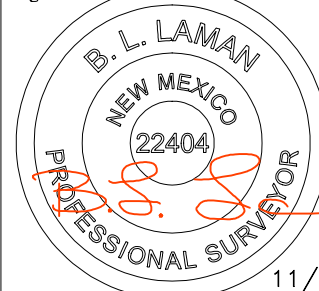
rebecca.deal@dvn.com
E-mail Address

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.

11/08/2021
Date of Survey

Signature & Seal of Professional Surveyor



11/11/2021

Certificate No. 22404 B.L. LAMAN

DRAWN BY: JP

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 29H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	15	23S	33E		55	FSL	2262	FWL	LEA
Latitude 32.2975					Longitude -103.5615				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	15	23	33		100	SOUTH	2260	WEST	LEA
Latitude 32.297741					Longitude 103.561457				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	10	23	33		100	NORTH	2260	WEST	LEA
Latitude 32.326218					Longitude 103.561479				NAD 83

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

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

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 21H

KZ 06/29/2018

DISTRICT I
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name
	5170	BELL LAKE;WOLFCAMP, NORTH
Property Code	Property Name	Well Number
	PARSELTONGUE 15-10 STATE COM	25H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3707.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	15	23-S	33-E		560	SOUTH	605	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
A	10	23-S	33-E		20	NORTH	380	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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

PARSELTONGUE 15-10 STATE COM 25H
EL: 3707.8'
LAT:32.298996
LON:103.553632
N:473383.23
E:782251.16

FIRST TAKE POINT
100' FSL 380' FEL SEC. 15
LAT:32.297729
LON:103.552903
N:472924.04
E:782479.69

LAST TAKE POINT
100' FNL 380' FEL SEC. 10
LAT:32.326228
LON:103.552914
N:483291.99
E:782400.91

BOTTOM OF HOLE
LAT:32.326448
LON:103.552914
N:483371.98
E:782400.27

Note: All bearings recited herein are based on the New Mexico State Plane Coordinate System, NAD 83, New Mexico East Zone 3001, US Survey Feet, all distances are grid.

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 2/8/2021
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.

12/09/2020
Date of Survey

Signature & Seal of Professional Surveyor



REV: 12/12/20

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

Intent ☐ As Drilled ☐

API #		
Operator Name:	Property Name:	Well Number

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
Latitude					Longitude				NAD

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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) 476-3460 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 30-025-48469	Pool Code 5170	Pool Name BELL LAKE; WOLFCAMP, NORTH
Property Code 330177	Property Name PARSELTONGUE 15-10 STATE COM	Well Number 24H
OGRID No. 6137	Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	Elevation 3707.8'

Surface Location

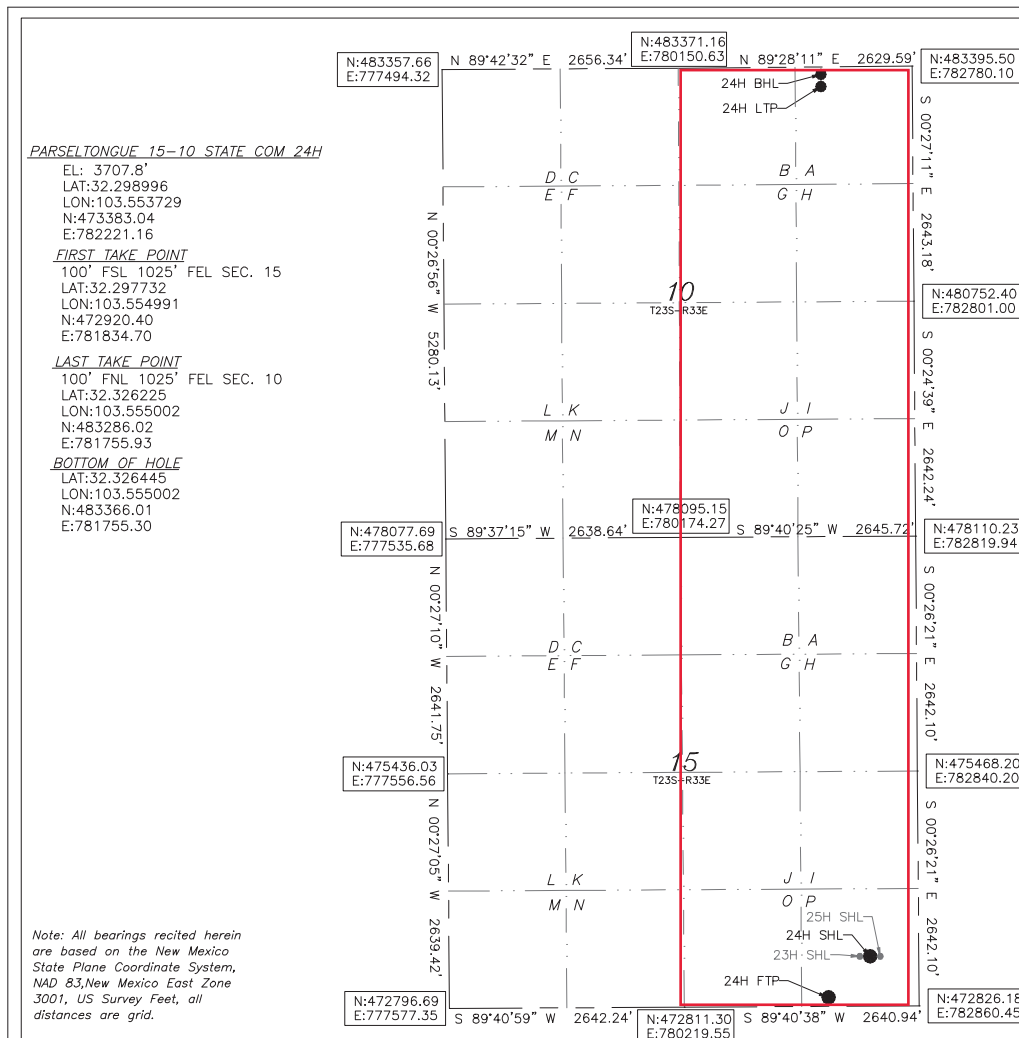
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	15	23-S	33-E		560	SOUTH	635	EAST	LEA

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
A	10	23-S	33-E		20	NORTH	1025	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 with its own working interest or undivided mineral interest in the land including the proposed bottom hole location or has the 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.

Chelsey Green 01/11/23
Signature Date

Chelsey Green
Printed Name

chelsey.green@dvn.com

E-mail Address

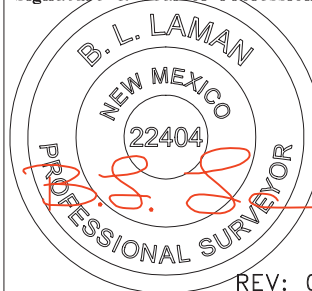
SURVEYOR CERTIFICATION

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.

12/09/2020

Date of Survey

Signature & Seal of Professional Surveyor



REV: 01/25/22

Certificate No. 22404	B.L. LAMAN
-----------------------	------------

DRAWN BY: CM

Intent ☒ As Drilled ☐

API # 30-025-48469		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 24H

Kick Off Point (KOP)

UL P	Section 15	Township 23S	Range 33E	Lot	Feet 50	From N/S SOUTH	Feet 1025	From E/W EAST	County LEA
Latitude 32.2976021					Longitude -103.5550033				NAD 83

First Take Point (FTP)

UL P	Section 15	Township 23	Range 33	Lot	Feet 100	From N/S SOUTH	Feet 1025	From E/W EAST	County LEA
Latitude 32.297732					Longitude 103.554991				NAD 83

Last Take Point (LTP)

UL A	Section 10	Township 23	Range 33	Lot	Feet 100	From N/S NORTH	Feet 1025	From E/W EAST	County LEA
Latitude 32.326225					Longitude 103.555002				NAD 83

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

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

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DISTRICT IV
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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		Pool Code	Pool Name
		5170	BELL LAKE; WOLFCAMP, NORTH
Property Code	Property Name		Well Number
	PARSELTONGUE 15-10 STATE COM		32H
OGRID No.	Operator Name		Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.		3719.1'

Surface Location

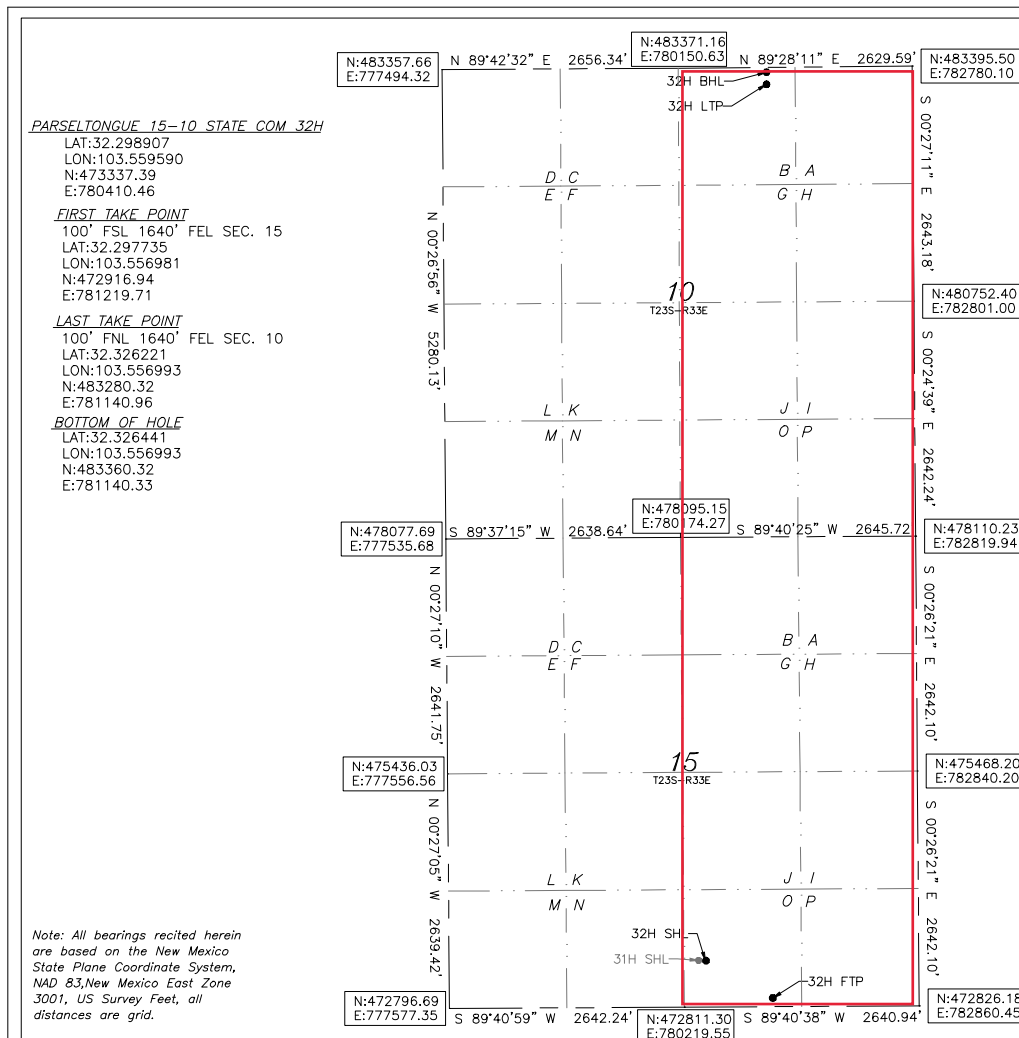
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	15	23-S	33-E		525	SOUTH	2446	EAST	LEA

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
B	10	23-S	33-E		20	NORTH	1640	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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 with over a working interest or undivided mineral interest in the land including the proposed bottom hole location or has the 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.

Signature Chelsey Green Date 12/5/22

Chelsey Green
Printed Name

chelsey.green@dvn.com
E-mail Address

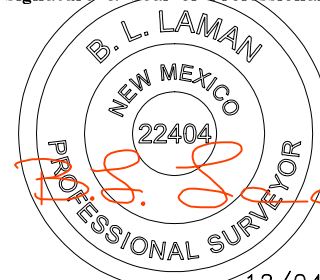
SURVEYOR CERTIFICATION

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.

12/02/2022

Date of Survey _____

~~Signature & Seal of Professional Surveyor~~



12/04/2022

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

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 32H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23S	33E		71	SOUTH	1640	EAST	LEA
Latitude					Longitude				NAD
32.2976					-103.5571				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23	33		100	SOUTH	1640	EAST	LEA
Latitude					Longitude				NAD
32.297735					103.556981				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	10	23	33		100	NORTH	1640	EAST	LEA
Latitude					Longitude				NAD
32.326221					103.556993				83

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

☐ N

Is this well an infill well?

☐ Y

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

API # 30-025-48469		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 24H

KZ 06/29/2018

DISTRICT I
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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	Pool Code	Pool Name
	5170	BELL LAKE; WOLFCAMP, NORTH
Property Code	Property Name	Well Number
	PARSELTONGUE 15-10 STATE COM	31H
OGRID No.	Operator Name	Elevation
6137	DEVON ENERGY PRODUCTION COMPANY, L.P.	3719.0'

Surface Location

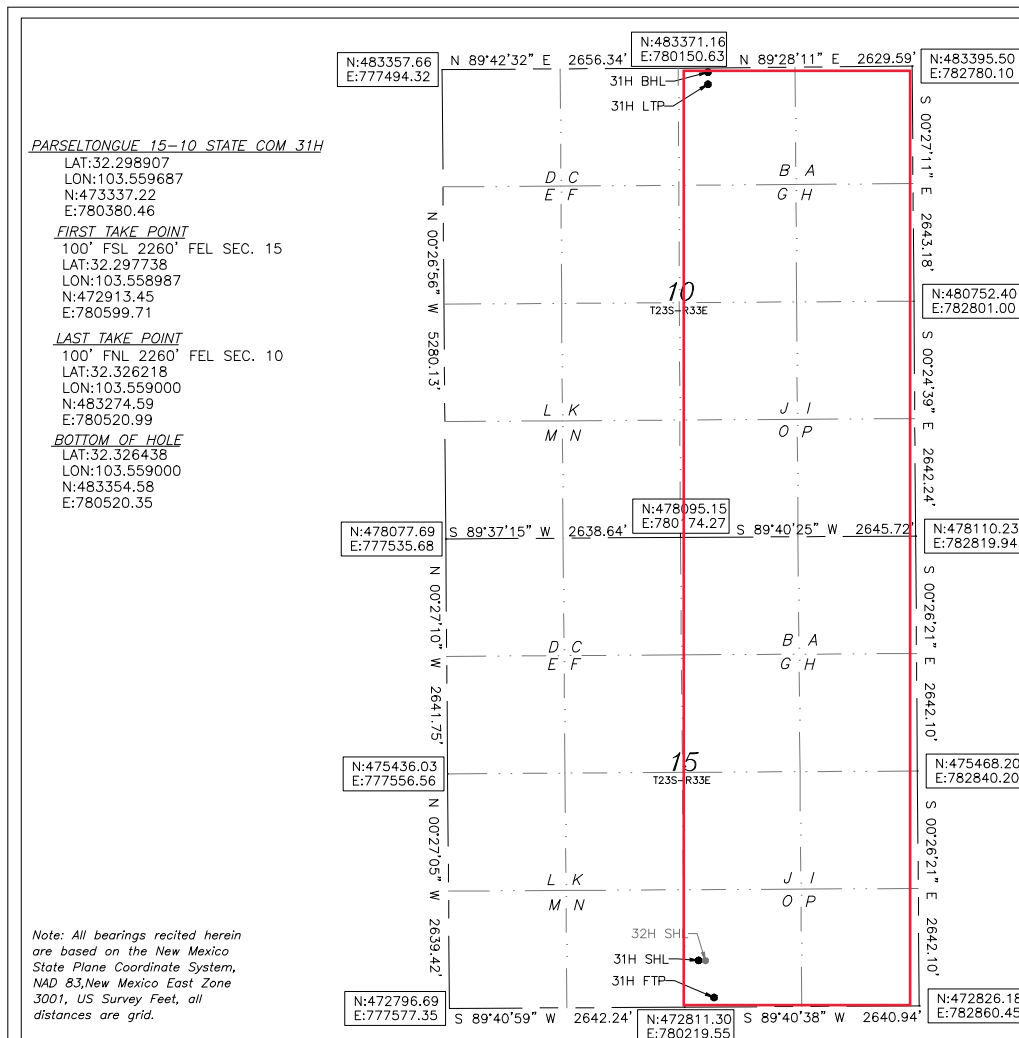
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	15	23-S	33-E		525	SOUTH	2476	EAST	LEA

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
B	10	23-S	33-E		20	NORTH	2260	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
640			

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.

Chelsey Green 11/15/22
Signature Date

Chelsey Green
Printed Name

chelsey.green@dvn.com
E-mail Address

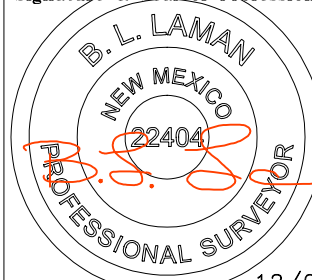
SURVEYOR CERTIFICATION

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.

12/2/2022

Date of Survey

Signature & Seal of Professional Surveyor



12/04/2022

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

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP.	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 31H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23S	33E		55	SOUTH	2261	EAST	LEA
Latitude					Longitude				NAD
32.2977					-103.5591				83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	15	23	33		100	SOUTH	2260	EAST	LEA
Latitude					Longitude				NAD
32.297738					103.558987				83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	10	23	33		100	NORTH	2260	EAST	LEA
Latitude					Longitude				NAD
32.326218					103.559000				83

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

☐ N

Is this well an infill well?

☐ Y

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

API #		
30-025-48469		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, LP	Property Name: PARSELTONGUE 15-10 STATE COM	Well Number 24H

KZ 06/29/2018



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

405 228 3044 Phone
www.devonenergy.com

April 5, 2023

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

RE: NORTH THISTLE 15 CTB 2
W2_Sections 15 & 10-23S-33E
Lea County, New Mexico

Mr. McClure:

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

Well Name	API Number	Pool	Spacing	Leases
NORTH THISTLE 15-10 STATE COM 1H	30-025-45392	Brinninstool; Bone Spring (7320)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
NORTH THISTLE 15-10 STATE COM 2H	30-025-45393	Brinninstool; Bone Spring (7320)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
NORTH THISTLE 15-10 STATE COM 3H	30-025-45394	Brinninstool; Bone Spring (7320)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
NORTH THISTLE 15-10 STATE COM 4H	30-025-45395	Brinninstool; Bone Spring (7320)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
NORTH THISTLE 15-10 STATE COM 5H	30-025-45396	Brinninstool; Bone Spring (7320)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
NORTH THISTLE 15-10 STATE COM 6H	30-025-45397	Brinninstool; Bone Spring (7320)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 20H	30-025-48503	Bell Lake; Wolfcamp, North (5170)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729

PARSELTONGUE 15-10 STATE COM 21H	30-025-48504	Bell Lake; Wolfcamp, North (5170)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 22H	30-025-48505	Bell Lake; Wolfcamp, North (5170)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 29H	30-025-49653	Bell Lake; Wolfcamp, North (5170)	W2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 24H	30-025-48469	Bell Lake; Wolfcamp, North (5170)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 25H	30-025-48470	Bell Lake; Wolfcamp, North (5170)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 31H	30-025-50831	Bell Lake; Wolfcamp, North (5170)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729
PARSELTONGUE 15-10 STATE COM 32H	30-025-50832	Bell Lake; Wolfcamp, North (5170)	E2 of Sec. 10 & 15-23S-33E, Lea County, NM	ST OF NM V0-8240; ST OF NM V0-8264; ST OF NM VB-0743; ST OF NM VB-0729

If you have any questions, please feel free to contact me directly.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY LP



Andrew J. Wenzel

Senior Landman

(405) 228-4218

Andrew.Wenzel@dvn.com

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

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

ORDER NO. PLC-1026

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7 B. NMAC.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.

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

ORDER

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

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

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and

regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.

6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
8. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10 C.(4)(g) NMAC is denied.
9. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 9/12/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1026**

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

Central Tank Battery: **North Thistle 15 Central Tank Battery 2**

Central Tank Battery Location: **UL O, Section 15, Township 23 South, Range 33 East**

Gas Title Transfer Meter Location: **UL J, Section 15, Township 23 South, Range 33 East**

Pools

Pool Name	Pool Code
BELL LAKE;WOLFCAMP, NORTH	5170
BRINNINSTOOL;BONE SPRING	7320

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 203914 PUN 1377002	W2	10-23S-33E
	W2	15-23S-33E
CA Bone Spring SLO 203915 PUN 1377019	E2	10-23S-33E
	E2	15-23S-33E
CA Wolfcamp SLO 204329 PUN 1395259	W2	10-23S-33E
	W2	15-23S-33E
CA Wolfcamp SLO 204458 PUN 1396721	E2	10-23S-33E
	E2	15-23S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45392	NORTH THISTLE 15 10 STATE COM #001H	W2	10-23S-33E	7320
		W2	15-23S-33E	
30-025-45393	NORTH THISTLE 15 10 STATE COM #002H	W2	10-23S-33E	7320
		W2	15-23S-33E	
30-025-45394	NORTH THISTLE 15 10 STATE COM #003H	W2	10-23S-33E	7320
		W2	15-23S-33E	
30-025-45395	NORTH THISTLE 15 10 STATE COM #004H	E2	10-23S-33E	7320
		E2	15-23S-33E	
30-025-45396	NORTH THISTLE 15 10 STATE COM #005H	E2	10-23S-33E	7320
		E2	15-23S-33E	
30-025-45397	NORTH THISTLE 15 10 STATE COM #006H	E2	10-23S-33E	7320
		E2	15-23S-33E	
30-025-48503	PARSELTONGUE 15 10 STATE COM #020H	W2	10-23S-33E	5170
		W2	15-23S-33E	
30-025-48504	PARSELTONGUE 15 10 STATE COM #021H	W2	10-23S-33E	5170
		W2	15-23S-33E	
30-025-48505	PARSELTONGUE 15 10 STATE COM #022H	W2	10-23S-33E	5170
		W2	15-23S-33E	

30-025-49653	PARSELTONGUE 15 10 STATE COM #029H	W2 W2	10-23S-33E 15-23S-33E	5170
30-025-48469	PARSELTONGUE 15 10 STATE COM #024H	E2 E2	10-23S-33E 15-23S-33E	5170
30-025-48470	PARSELTONGUE 15 10 STATE COM #025H	E2 E2	10-23S-33E 15-23S-33E	5170
30-025-50831	PARSELTONGUE 15 10 STATE COM #031H	E2 E2	10-23S-33E 15-23S-33E	5170
30-025-50832	PARSELTONGUE 15 10 STATE COM #032H	E2 E2	10-23S-33E 15-23S-33E	5170

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 205104

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 205104
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	9/15/2025