



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

March 24th, 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: Central Tank Battery: RIO BLANCO 4 CTB 2

Sec.-T-R: 4-23S-34E
County: Lea Co., New Mexico
Wells: Rio Blanco 4-33 Fed Com 7H – 10H
Lease: NMNM100864 (12.5%), NMNM92782 (12.5%), NMNM92199 (12.5%), NMNM019143 (12.5%), NMNM019142 (12.5%)
Agreements: Approved CAs: NMNM 138430, NMNM 139078, NMNM 140034, NMNM 140035
Pool: [97922] WC-025 G-06 S223421L; BONE SPRING

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 Communitization Agreements and Leases.

The working interest, royalty interest and overriding royalty interest owners are not identical. Owners have been notified via certified mail and notice in the local newspaper.

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

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

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

Sincerely,

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

Rebecca Deal
Regulatory Compliance Professional

Enclosures

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P.

OGRID Number: 6137

Well Name: RIO BLANCO 4-33 FED COM 7H - 11H

API: Multiple - See Attached

Pool: WC-025 G-06 S223421L; BONE SPRING

Pool Code: 97922

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

<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

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

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

3/24/2023

Date

Rebecca Deal

Print or Type Name

Rebecca Deal

Signature

405-228-8429

Phone Number

rebecca.deal@dvn.com

e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

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., LP

OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102

APPLICATION TYPE:

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

LEASE TYPE: Fee State Federal

Is this an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No. _____

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

Yes No

(A) POOL COMMINGLING

Please attach sheets with the following information

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

(2) Are any wells producing at top allowables? Yes No

(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No.

(4) Measurement type: Metering Other (Specify) _____

(5) Will commingling decrease the value of production? Yes No If "yes", describe why commingling should be approved _____

(B) LEASE COMMINGLING

Please attach sheets with the following information

(1) Pool Name and Code. [97922] WC-025 G-06 S223421L; BONE SPRING

(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 attach sheets with the following information

(1) Is all production from same source of supply? Yes No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Rebecca Deal

TITLE: Regulatory Analyst

DATE: 3/24/2023

TYPE OR PRINT NAME Rebecca Deal

TELEPHONE NO.: 405-228-8429

E-MAIL ADDRESS: Rebecca.deal@dvn.com

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

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

Proposal for RIO BLANCO 4 CTB 2

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

CA: NMNM 138430. Leases: NMNM100864 (12.5%), NMNM92782 (12.5%), NMNM92199 (12.5%)			
RIO BLANCO 4-33 FED COM 7H	30-025-50130	K-04-23S-34E - 2445 FSL & 1341 FWL	[97922] WC-025 G-06 S223421L; BONE SPRING
CA: NMNM 139078. Leases: NMNM100864 (12.5%), NMNM92782 (12.5%), NMNM92199 (12.5%)			
RIO BLANCO 4-33 FED COM 8H	30-025-50131	K-04-23S-34E - 2445 FSL & 1371 FWL	[97922] WC-025 G-06 S223421L; BONE SPRING
CA: NMNM 140035. Leases: NMNM019143 (12.5%), NMNM100864 (12.5%), NMNM019142 (12.5%)			
RIO BLANCO 4-33 FED COM 9H	30-025-50132	G-04-23S-34E - 2601 FNL & 2140 FEL	[97922] WC-025 G-06 S223421L; BONE SPRING
CA: NMNM 140034. Leases: NMNM019143 (12.5%), NMNM019142 (12.5%)			
RIO BLANCO 4-33 FED COM 10H	30-025-50133	G-04-23S-34E - 2601 FNL & 2170 FEL	[97922] WC-025 G-06 S223421L; BONE SPRING

CA:

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

- Approved Bone Spring CA – NMNM138430 - Communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Section 33: W2W2, T. 22 S., R.34 E., and Section 04: Lot 4, SWNW, T. 23 S., R. 34 E., N.M.P.M, Lea County, NM
- Approved Bone Spring CA – NMNM139078 - Communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2W2 of Sec. 33, T. 22 S., R. 34 E., and Lot 3, SENW of Sec. 04, T. 23 S., R. 34 E., NMPM, Lea County, NM
- Approved Bone Spring CA – NMNM140034 - Communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 1, SENE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico,
- Approved Bone Spring CA – NMNM140035 - Communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 2, SWNE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico

Oil & Gas metering:

The Rio Blanco 4 CTB 2 central tank battery is in SE/4 & NW/4, SW/4 & NE/4, S4, T23S, R34E 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) 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 and from the water and oil tanks is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

3-Phase water flows through an independent and designated magnetic meter for rate allocation. The water then flows into a manifold where it is combined with water from other 3-Phases. The combined stream flows 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
RIO BLANCO 4-33 FED COM 7H	DVN / *	DVN / *	DVN / *
RIO BLANCO 4-33 FED COM 8H	DVN / *	DVN / *	DVN / *
RIO BLANCO 4-33 FED COM 9H	DVN / *	DVN / *	DVN / *
RIO BLANCO 4-33 FED COM 10H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	LUCID / *		
Gas FMP	LUCID / *		
Oil FMP	ENTERPRISE / *		

Meter Owner / Serial Number:

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

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

Process and Flow Descriptions:

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

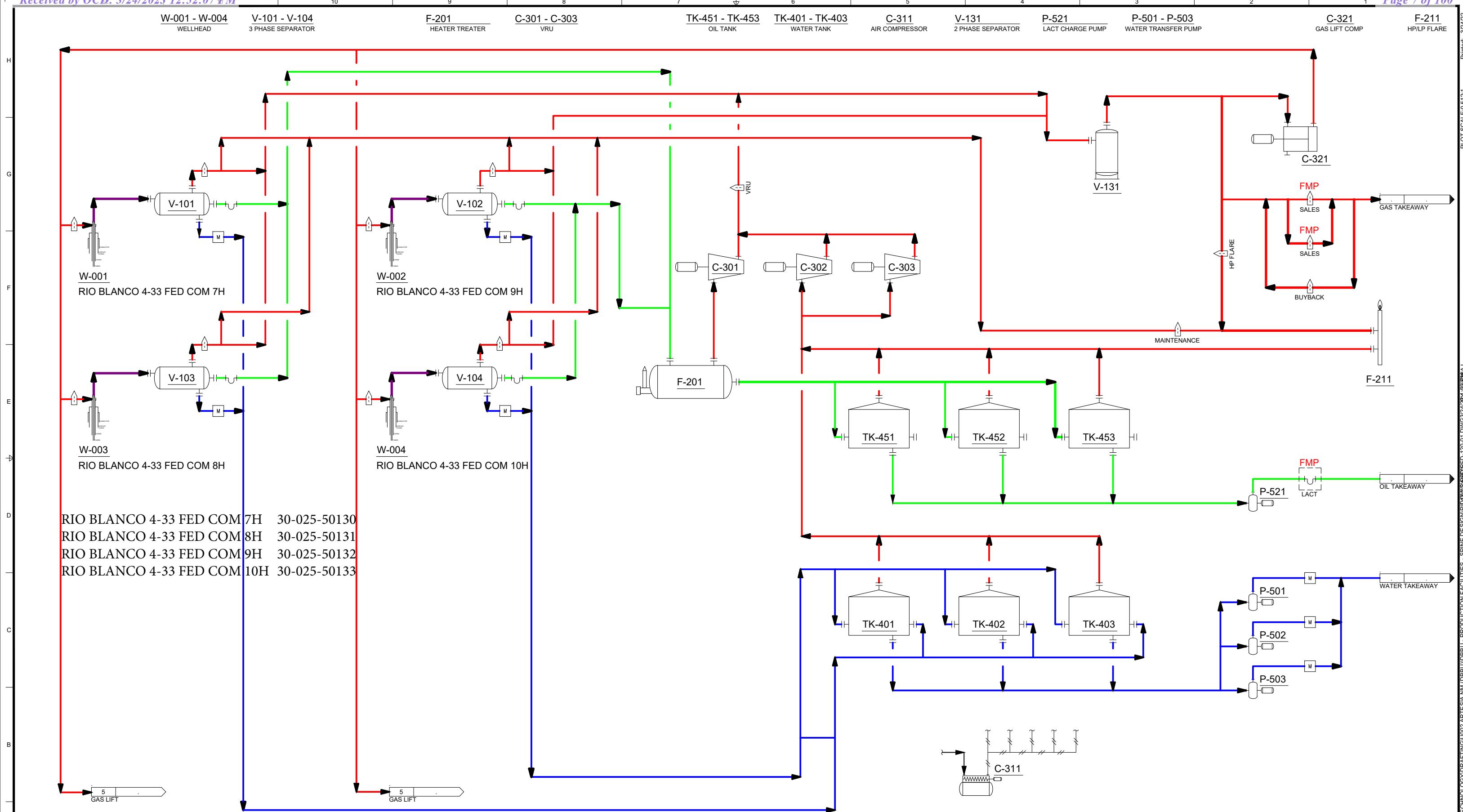
The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, 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: 03/07/2023



NOTES:

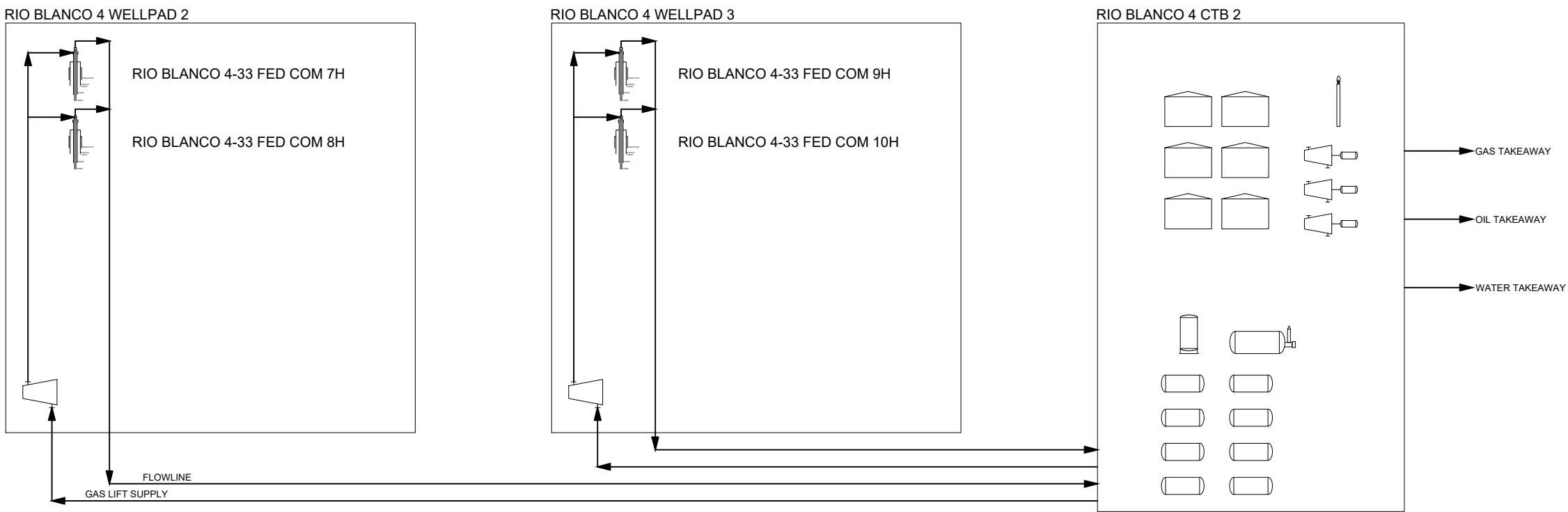
ORIFICE METER	GAS	FULL WELL STREAM
CORIOLIS METER	OIL	INSTRUMENT AIR
MAGNETIC METER	WATER	FMP FEDERAL MEASUREMENT POINT

REV	DESCRIPTION	DATE	BY APPROVED
DRAWING STATUS			

ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		
CONFIDENTIAL		
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.		
PROJECT No.:	120	
DRAWING No.:	120-01	



Devon Energy Corporation
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015
DBBU - SPINE DESIGN
PROCESS FLOW DIAGRAM
FILE NAME: PFD - RIO BLANCO 4 CTB 2



NOTES

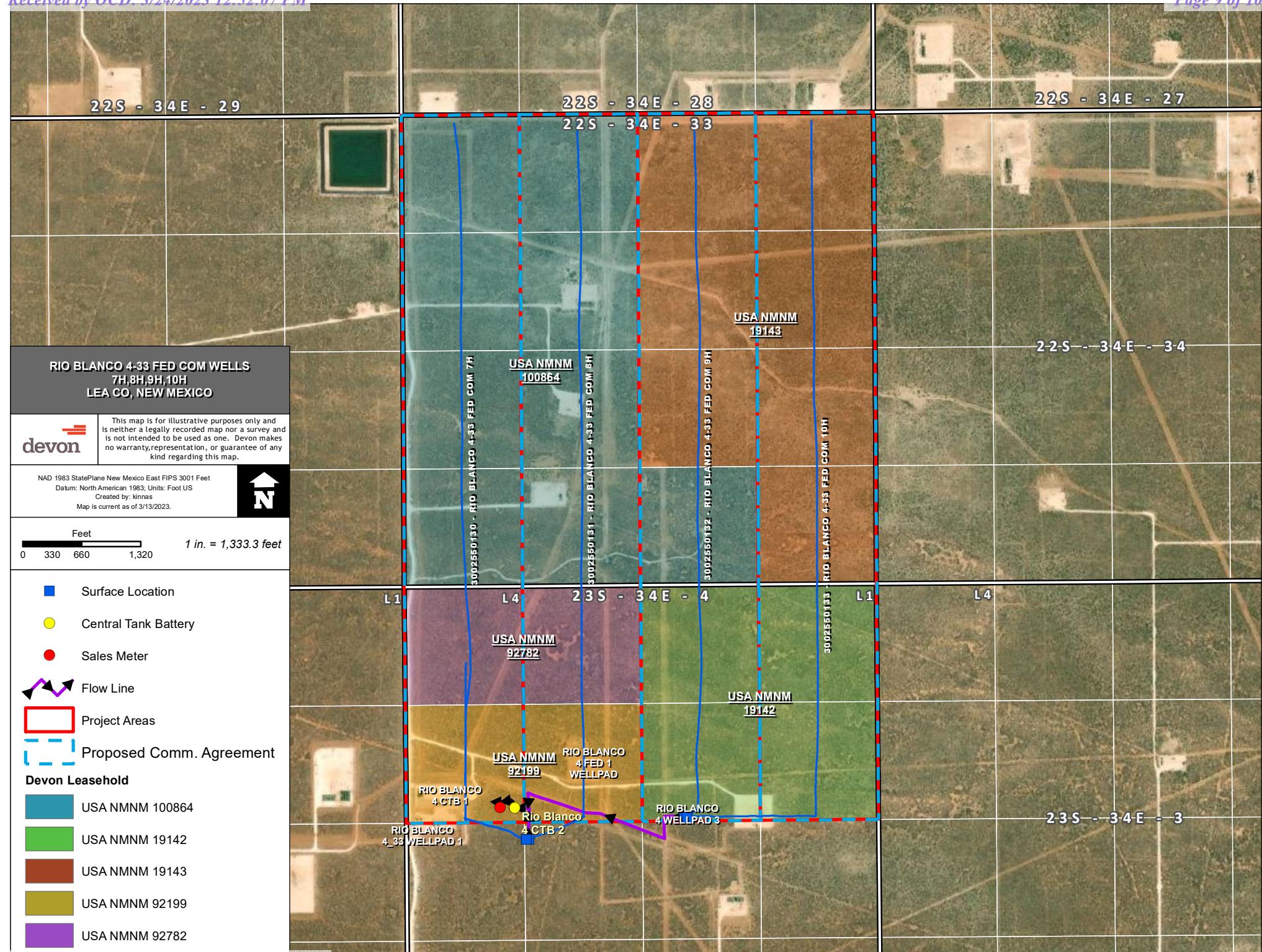
NOTES:
1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

DRAWING STATUS			DRAWN BY	DATE
ISSUED FOR	DATE	BY	ENGINEERED BY	
PHA			DATE	
BID			APPROVED BY	
CONSTRUCTION			DATE	
AS-BUILT				
CONFIDENTIAL			PROJECT No.:	#####
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.			DRAWING No.:	
			ST. 120.02	

devon

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

DBBU - SPINE DESIGN
STANDARD PROCESS MAP



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.

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.

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.

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

Proposed Federal CA's with lease numbers and allocation percentages per lease**RIO BLANCO 4 CTB 2**

	TOTAL ACRES	NMNM100864 (12.5%)	NMNM92782 (12.5%)	NMNM92199 (12.5%)
CA: NMNM 138430				
Communityizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Section 33: W2W2, T. 22 S., R. 34 E., and Section 04: Lot 4, SWNW, T. 23 S., R. 34 E., N.M.P.M, Lea County, NM	100	67%	17%	17%
BONESPRING	240.1	160	40.1	40
RIO BLANCO 4-33 FED COM 7H				
	TOTAL ACRES	NMNM100864 (12.5%)	NMNM92782 (12.5%)	NMNM92199 (12.5%)
CA: NMNM 139078				
Communityizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2W2 of Sec. 33, T. 22 S., R. 34 E., and Lot 3, SENV of Sec. 04, T. 23 S., R. 34 E., NMPM, Lea County, NM	100	67%	17%	17%
BONESPRING	240.05	160	40.5	40
RIO BLANCO 4-33 FED COM 8H				
	TOTAL ACRES	NMNM100864 (12.5%)	NMNM019143 (12.5%)	NMNM019142 (12.5%)
CA: NMNM 140035				
Communityizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 2, SWNE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico	100	17%	50%	33%
BONESPRING	240.1	40	120	80.1
RIO BLANCO 4-33 FED COM 9H				
	TOTAL ACRES	NMNM019143 (12.5%)	NMNM019142 (12.5%)	
CA: NMNM 140034				
Communityizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 1, SENE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico,	100	67%	33%	
BONESPRING	239.96	160	79.96	
RIO BLANCO 4-33 FED COM 10H				



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

www.blm.gov/nm



IN REPLY REFER TO:
NMNM138430
3105.2 (P0220)

RECEIVED
OCT 05 2018
LAND DEPARTMENT

10/01/2018

Reference:

Communityization Agreement
Rio Blanco 4-33 Fed Com #3H, #2H, #1H
Section 33: W2W2,
T. 22 S., R.34 E., NMPM
Section 04: Lot 4, SWNW.
T. 23 S., R. 34 E., N.M.P.M.
Lea County, NM

2278583

Devon Energy Corp.
333 W. Sheridan Avenue
Oklahoma City, OK 73102-8260

Gentlemen:

Enclosed is an approved copy of Communityization Agreement NMNM138430 involving 160 acres of Federal land in lease NMNM100864, 40.10 acres of Federal land in lease NMNM 92782, and 40 acres of Federal land in lease NMNM 92199, Lea County, New Mexico, which comprise a 240.10 acre well spacing unit.

The agreement communalizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Section 33: W2W2, T. 22 S., R.34 E., and Section 04: Lot 4, SWNW, T. 23 S., R. 34 E., N.M.P.M, Lea County, NM, and is effective May 1, 2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

If you have any questions regarding this approval, please contact Chris Walls, Petroleum Engineer at (575) 234-2234 or Deborah Ham at (575) 234-5965.

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

Sincerely,



Cody R. Layton
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Section 33: W2W2, T. 22 S., R.34 E., and Section 04: Lot 4, SWNW, T. 23 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 10/01/2018



Cody R. Layton
Assistant Field Manager
Lands and Minerals

Effective: May 1, 2017

Contract No.: Com. Agr. NMNM138430

Federal/Federal

Contract No. NM138450

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

W I T N E S S E T H:

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

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

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

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

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

Township 22 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 33: W/2 W/2

Township 23 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 4: W/2 NW/4

containing 240.10 acres, more or less, and this agreement shall include the Bone Spring formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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

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

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

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

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

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

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

Federal/Federal

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

10. The date of this agreement is May 1, 2017 and it shall become effective as of this date or from the onset of production of communized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation for a period of 2 years and for as long as communized substance is, or can be, produced from the communized area in paying quantities: Provided, that prior to production in paying quantities from the communized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

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

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

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

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack

Catherine Lebsack
Vice President

Ca
A *pp*

LESSEES OF RECORD

FIRST ROSWELL COMPANY

By: _____

as _____

ROBERT E. LANDRETH

By: Robert E. Landreth
Robert E. Landreth

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

BY: _____

Catherine Lebsack
Vice President

OPERATING RIGHTS OWNER AND
LESSEE OF RECORD

FIRST ROSWELL COMPANY

By: _____



Thomas E. Jennings
President

LESSEE OF RECORD

ROBERT E. LANDRETH

By: _____

Robert E. Landreth

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 25 day of April, 2017, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:



MARTHA BARTLETT
Notary Public
State of Oklahoma
Comm. # 02012697 Expires 08/09/18

Martha Bartlett
Notary Public

STATE OF NEW MEXICO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of First Roswell Company, on behalf of said company.

My Commission Expires:

Notary Public

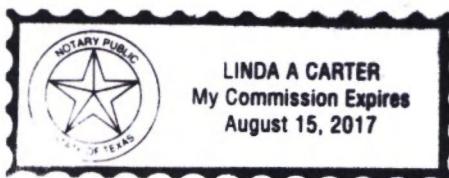
STATE OF TEXAS)
) SS
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 8th day of MAY, 2017, by Robert E. Landreth.

My Commission Expires:

8/15/17

Linda A. Carter
Notary Public



Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this ____ day of _____, 2017, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF Chaves)
) SS

The foregoing instrument was acknowledged before me this 8 day of SEP 2017,
2017, by Thomas E. Jennings, as President of First Roswell
Company, on behalf of said company.

My Commission Expires:

 <p>OFFICIAL SEAL KATE EDIGER NOTARY PUBLIC - STATE OF NEW MEXICO</p>	
<p>My commission expires: <u>6 May 2021</u></p>	
STATE OF <u>TEXAS</u>)
COUNTY OF) SS

Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robert E. Landreth.

My Commission Expires:

Notary Public

Federal/Federal

EXHIBIT "A"

Plat of communityized area covering W/2 W/2 of Section 33, T22S-R34E, & W/2 NW/4 Section 4 T23S-34E, Lea County, New Mexico

Rio Blanco 4-33 Fed Com 3H Well

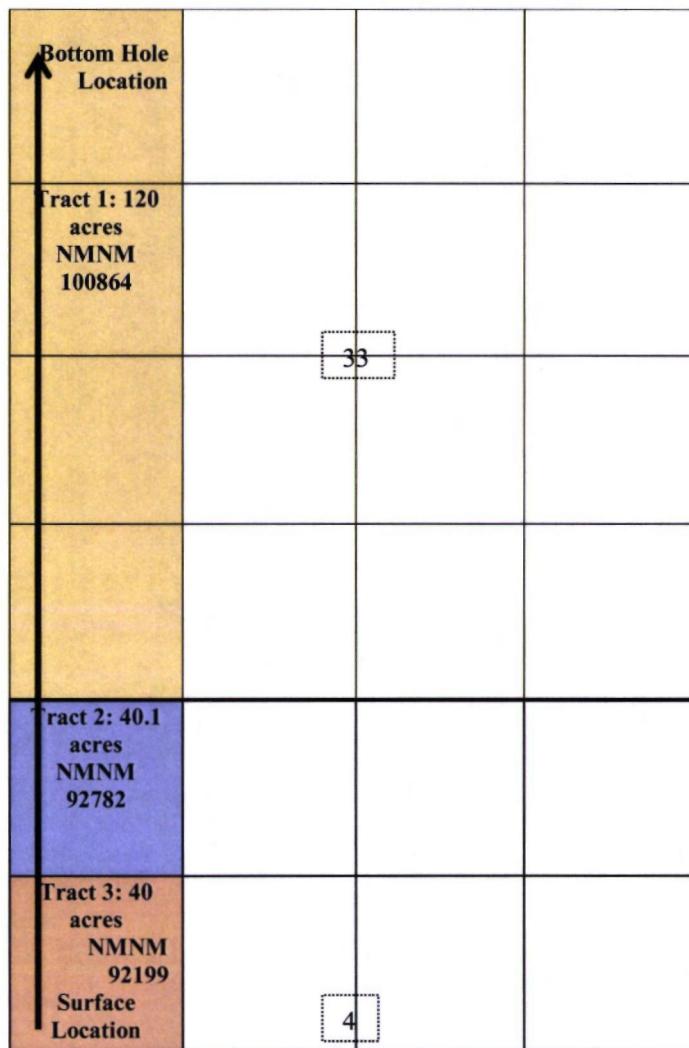
SHL: 2630' FNL, 400' FWL of Section 4-T23S-R34E
BHL: 330' FNL, 350' FWL of Section 33-T22S-R34E

Rio Blanco 4-33 Fed Com 2H Well

SHL: 2630' FNL, 350' FWL of Section 4-T23S-R34E
BHL: 330' FNL, 350' FWL of Section 33-T22S-R34E

Rio Blanco 4-33 Fed Com 1H Well

SHL: 2630' FNL, 300' FWL of Section 4-T23S-R34E
BHL: 330' FNL, 350' FWL of Section 33-T22S-R34E



Rio Blanco 4-33 Fed Com 3H, 2H, & 1H

Federal/Federal

EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated May 1, 2017, embracing the W/2 W/2 of Section 33 Township 22 South, Range 34 East, and W/2 NW/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

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

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

Lease Serial No.:	NMNM 100864		
Lease Date:	June 1, 1998		
Lease Term:	Ten (10) Years		
Lessor:	The United States of America		
Original Lessee:	Rolla R. Hinkle III		
Present Lessee:	Devon Energy Production Company, LP		
Description of Land Committed:	<u>Township 22 South, Range 34 East</u> Section 33: Insofar and only insofar as said lease covers the W/2 W/2		
Number of Acres:	160.00		
Royalty Rate:	12.50%		
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%	
Overriding Royalty Owners:	Vanguard Operating, LLC	1.5000%	

Tract No. 2

Lease Serial No.:	NMNM 092782		
Lease Date:	March 1, 1994		
Lease Term:	Ten (10) Years		
Lessor:	The United States of America		
Original Lessee:	Daniel E. Gonzales		
Present Lessee:	Robert E. Landreth		
Description of Land Committed:	<u>Township 23 South, Range 34 East</u> Section 4: Lot 4		
Number of Acres:	40.10		
Royalty Rate:	12.50%		
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%	
Overriding Royalty Owners:	Scott W. Tanberg	2.0000%	
	Vanguard Operating, LLC	2.1563%	

Federal/Federal

Tract No. 3

Lease Serial No.: NMNM 092199
 Lease Date: December 1, 1993
 Lease Term: Ten (10) Years
 Lessor: The United States of America
 Original Lessee: The Blanco Co
 Present Lessee: Devon Energy Production Company, LP (50%)
 First Roswell Company (50%)
Township 23 South, Range 34 East
 Description of Land Committed: Section 4: Insofar and only insofar as said lease covers
 the SW/4 NW/4
 Number of Acres: 40.00
 Royalty Rate: 12.50%
 Name and Percent WI Owners: Devon Energy Production Company, LP 50.000%
 First Roswell Company 50.000%
 Overriding Royalty Owners: Philip L. White 3.7500%
 Thomas E. Jennings 0.7500%

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communized Area
1	160.00	66.6389%
2	40.10	16.7014%
3	40.00	16.6597%
Total	240.10	100.0000%



United States Department of the Interior



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

IN REPLY REFER TO:

NMNM139078
 3105.2 (NM920)

2278587

NOV 30 2018

Reference:
 Communization Agreement
 Rio Blanco 4-33 Fed Com #38H
 Section 33: E2W2
 T. 22 S., R. 34 E., N.M.P.M.
 Section 04: Lot 3, SENW.
 T. 23 S., R. 34 E., N.M.P.M.
 Lea County, NM

Devon Energy Corporation
 333 W. Sheridan
 Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communization Agreement NMNM 139078 involving 160 acres of Federal land in lease NMNM 100864, 40.05 acres of Federal land in lease NMNM 92782, and 40 acres of Federal land in lease NMNM 92199, Lea County, New Mexico, which comprise a 240.05 acre well spacing unit.

The agreement communizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2W2 of Sec. 33, T. 22 S., R. 34 E., and Lot 3, SENW of Sec. 04, T. 23 S., R. 34 E., NMPM, Lea County, NM, and is effective June 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

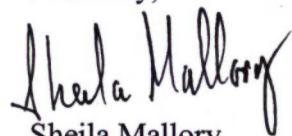
Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of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

RECEIVED
 DEC 10 2018
 LAND DEPARTMENT

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

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

Sincerely,



Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

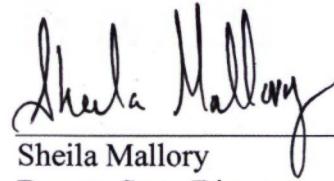
NMSO (NM925, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2W2 of sec. 33, T. 22 S., R. 34 E., and Lot 3, SENW of sec. 04, T. 23 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: NOV 30 2018



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: June 1, 2018

Contract No.: Com. Agr. NMNM 139078

Federal/Federal

Contract No. NM N M 139 078

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

W I T N E S S E T H:

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

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

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

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

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

Township 22 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 33: E/2 W/2

Township 23 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 4: E/2 NW/4

containing 240.05 acres, more or less, and this agreement shall include the Bone Spring formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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

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

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

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

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

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

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

Federal/Federal

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

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

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

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

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

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

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

BY: Catherine Lebsack

Catherine Lebsack
Vice President

KD
as
gf

OPERATING RIGHTS OWNER AND
LESSEE OF RECORD

FIRST ROSWELL COMPANY

By: _____

Thomas E. Jennings
President

LESSEE OF RECORD

ROBERT E. LANDRETH

By: _____
Robert E. Landreth

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 11th day of June, 2018, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

6.22.19



Rachel Gerlach

Notary Public

STATE OF NEW MEXICO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas E. Jennings, as President of First Roswell Company, on behalf of said company.

My Commission Expires:

Notary Public

STATE OF TEXAS)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert E. Landreth.

My Commission Expires:

Notary Public

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

BY: _____

Catherine Lebsack
Vice President

OPERATING RIGHTS OWNER AND
LESSEE OF RECORD

FIRST ROSWELL COMPANY

By:



Thomas E. Jennings
President

LESSEE OF RECORD

ROBERT E. LANDRETH

By: _____

Robert E. Landreth

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
 COUNTY OF OKLAHOMA)

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

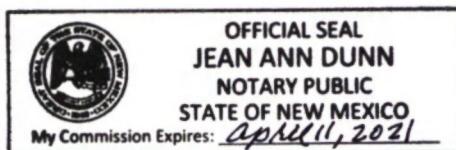
My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) SS
 COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this _____ day of 31 MAY 2018, 2018, by Thomas E. Jennings, as President of First Roswell Company, on behalf of said company.

My Commission Expires:



Jean Ann Dunn
 Notary Public

STATE OF TEXAS)
) SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert E. Landreth.

My Commission Expires:

Notary Public

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

BY: _____

Catherine Lebsack
Vice President

OPERATING RIGHTS OWNER AND
LESSEE OF RECORD

FIRST ROSWELL COMPANY

By: _____

Thomas E. Jennings
President

LESSEE OF RECORD

ROBERT E. LANDRETH

By: 
Robert E. Landreth

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

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

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas E. Jennings, as President of First Roswell Company, on behalf of said company.

My Commission Expires:

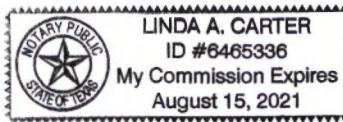
Notary Public

STATE OF TEXAS)
) SS
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2018, by Robert E. Landreth.

My Commission Expires:

8/15/21


NOTARY PUBLIC
STATE OF TEXAS
LINDA A. CARTER
ID #6465336
My Commission Expires
August 15, 2021



Notary Public

Federal/Federal

EXHIBIT "A"

Attached to and made a part of Communitization Agreement dated June 1, 2018, embracing the E/2 W/2 of Section 33 Township 22 South, Range 34 East, and E/2 NW/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

Plat of communitized area covering E/2 W/2 of Section 33, T22S-R34E, & E/2 NW/4 Section 4 T23S-34E, Lea County, New Mexico

Rio Blanco 4-33 Fed Com 38H Well

SHL: 2630' FNL, 470' FWL of Section 4-T23S-R34E
BHL: 330' FNL, 1750' FWL of Section 33-T22S-R34E

	Bottom Hole Location		33
	Tract 1: 120 acres NMNM 100864		
	Tract 2: 40.05 acres NMNM 92782		4
	Tract 3: 40 acres NMNM 92199 Surface Location		

Federal/Federal

EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated June 1, 2018, embracing the E/2 W/2 of Section 33 Township 22 South, Range 34 East, and E/2 NW/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

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

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

Lease Serial No.:	NMNM 100864		
Lease Date:	June 1, 1998		
Lease Term:	Ten (10) Years		
Lessor:	The United States of America		
Original Lessee:	Rolla R. Hinkle III		
Present Lessee:	Devon Energy Production Company, LP ✓		
Description of Land Committed:	<u>Township 22 South, Range 34 East</u> Section 33: Insofar and only insofar as said lease covers the E/2 W/2		
Number of Acres:	160.00		
Royalty Rate:	12.50%		
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%	✓
Overriding Royalty Owners:	Vanguard Operating, LLC	1.5000%	

Tract No. 2

Lease Serial No.:	NMNM 092782		
Lease Date:	March 1, 1994		
Lease Term:	Ten (10) Years		
Lessor:	The United States of America		
Original Lessee:	Daniel E. Gonzales		
Present Lessee:	Robert E. Landreth ✓		
Description of Land Committed:	<u>Township 23 South, Range 34 East</u> Section 4: Lot 3		
Number of Acres:	40.05		
Royalty Rate:	12.50%		
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%	✓
Overriding Royalty Owners:	Scott W. Tanberg	2.0000%	
	Vanguard Operating, LLC	2.1563%	

Federal/Federal

Tract No. 3

Lease Serial No.: NMNM 092199
 Lease Date: December 1, 1993
 Lease Term: Ten (10) Years
 Lessor: The United States of America
 Original Lessee: The Blanco Co
 Present Lessee: Devon Energy Production Company, LP (50%) ✓✓
 First Roswell Company (50%) ✓
 Description of Land Committed: Township 23 South, Range 34 East
 Section 4: Insofar and only insofar as said lease covers
 the SE/4 NW/4
 Number of Acres: 40.00
 Royalty Rate: 12.50%
 Name and Percent WI Owners: Devon Energy Production Company, LP 50.000% ✓
 First Roswell Company 50.000% ✓
 Overriding Royalty Owners: Philip L. White 3.7500%
 Thomas E. Jennings 0.7500%

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communized Area
1	160.00	66.6528%
2	40.05	16.6840%
3	40.00	16.6632%
Total	240.05	100.0000%



United States Department of the Interior



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

In Reply Refer To:
NMNM 140034
3105.2 (9250)

NOV 18 2019

RECEIVED
NOV 21 2019
LAND DEPARTMENT

Reference:
Communitization Agreement
Rio Blanco 4-33 Fed Com 5H
Section 33: E2E2
T. 22 S., R. 34 E., N.M.P.M
Section 4: Lot 1, SENE
T. 23 S., R. 34 E., N.M.P.M.
Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM 140034 involving 160 acres of Federal land in lease NMNM 019143, and 79.96 acres of Federal land in lease NMNM 019142 Lea County, New Mexico, which comprises a 239.96-acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 1, SENE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico, and is effective August 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

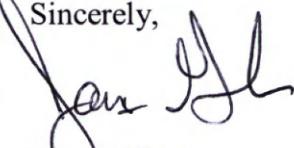
2

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

If you have any questions regarding this approval, please contact Lauren Leib at 505-954-2234 or email lleib@blm.gov.

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

Sincerely,



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

1 Enclosure

1 – Communization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Department (Revenue Processing Division)

NMOCD

NM (9200)

NM (P0220-Carlsbad Field Office, File Room)

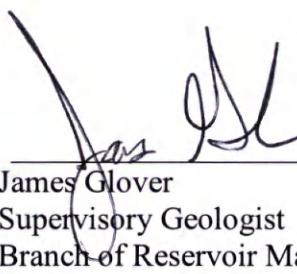
NMSO (9250, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 1, SENE of Sec. 4, T. 23 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: NOV 18 2019



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

Effective: August 1, 2018

Contract No.: Com. Agr. NMNM 140034

Federal/Federal

Contract No. Nm NMI400 34

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

W I T N E S S E T H:

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

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

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

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

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

Township 22 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 33: E/2 E/2

Township 23 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 4: Lot 1 and SE/4 NE/4

containing 239.96 acres, more or less, and this agreement shall include the Bone Spring formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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

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

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

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communized substances by reason of the diverse ownership thereof, but the lessees hereto shall be released from their obligation to protect said communized area from drainage of communized substances by a well or wells which may be drilled offsetting said area.

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

Federal/Federal

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

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

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

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

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

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

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:

Devon Energy Production Company, L.P.

By: Catherine Lebsack

KD
98

Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: Wendy Dalton *dv*

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

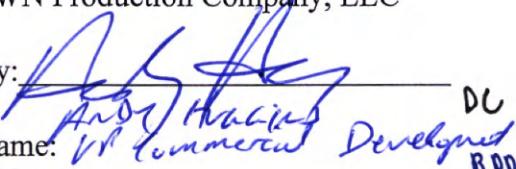
Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: 
Name: *Andy Thacker* DC
Title: *VP Commercial Development BDO*

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name: Bradley S. Dusek
Title: Attorney-in-fact

Bradley S. Dusek
a
ws

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 10th day of September, 2018, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

7-24-2021



Courtney Jones
Notary Public

STATE OF TEXAS _____)
COUNTY OF MIDLAND _____)
) SS

This instrument was acknowledged before me this _____ day of _____, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2018, by
_____, as _____ of SWN Production
Company, LLC, a _____ limited liability company, on behalf of said company.

My Commission Expires:

Notary Public

Federal/Federal

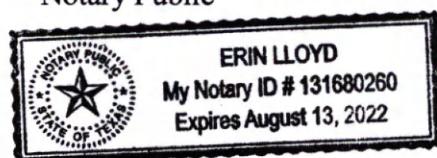
Acknowledgements

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

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

My Commission Expires:

STATE OF TEXAS _____)
COUNTY OF MIDLAND _____)
) SS



This instrument was acknowledged before me this 27th day of September, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

8-13-22

Erin Lloyd
Notary Public

STATE OF _____)
COUNTY OF _____)
) SS
)

This instrument was acknowledged before me this _____ day of _____, 2018, by
_____, as _____ of SWN Production
Company, LLC, a limited liability company, on behalf of said company.

My Commission Expires:

Notary Public

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
 COUNTY OF OKLAHOMA) SS
)

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

My Commission Expires:

Notary Public

STATE OF TEXAS)
 COUNTY OF MIDLAND) SS
)

This instrument was acknowledged before me this _____ day of _____, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

Notary Public

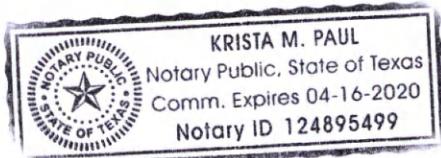
STATE OF Texas)
 COUNTY OF Harris) SS
)

This instrument was acknowledged before me this 15th day of April, 2018, by Andy Huggins, as V.P. Business Development of SWN Production Company, LLC, a Texas limited liability company, on behalf of said company.

My Commission Expires:

4.16.20

Krista M. Paul
Notary Public

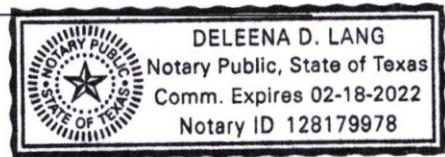


STATE OF TEXAS _____)
COUNTY OF HARRIS _____)
) SS
)

Federal/Federal

This instrument was acknowledged before me this 5th day of April, 2019, by
Bradley S. Dosek, Attorney-in-Fact for Occidental Permian Manager LLC, a
Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, a Texas
Limited Partnership.

My Commission Expires:



Deleena D. Lang
Notary Public

Federal/Federal

EXHIBIT "A"

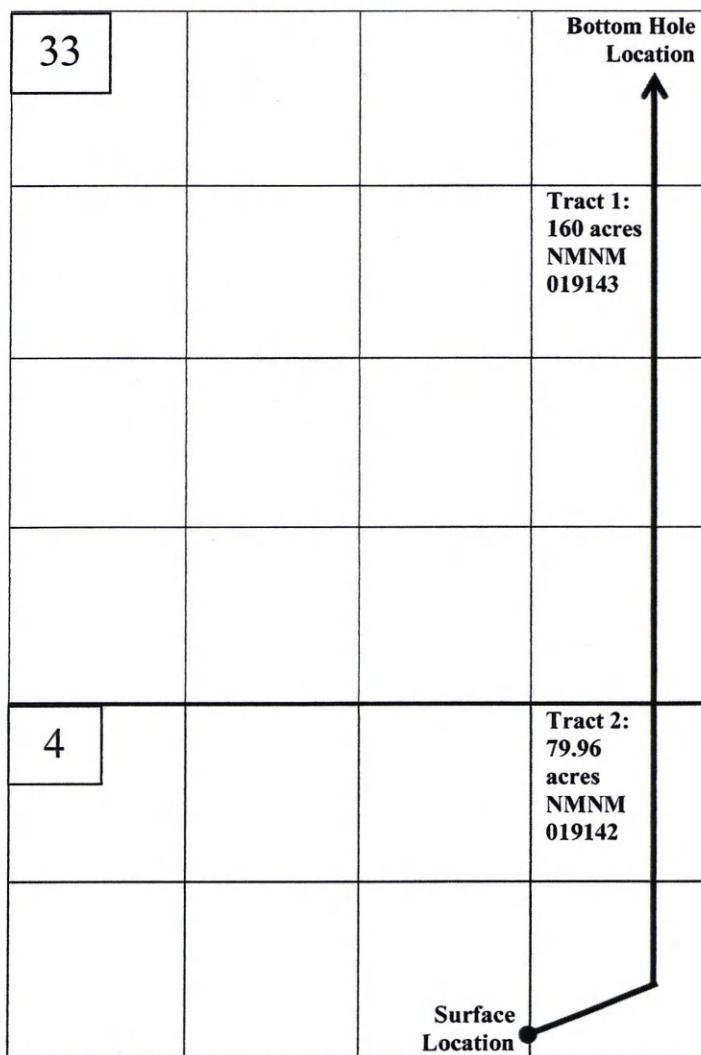
Attached to and made a part of Communitization Agreement dated August 1, 2018, embracing the E/2 E/2 of Section 33 Township 22 South, Range 34 East, and Lot 1 and the SE/4 NE/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

Plat of communitized area covering E/2 E/2 of Section 33, T22S-R34E, & Lot 1 and the SE/4 NE/4 of Section 4, T23S-34E, Lea County, New Mexico.

Rio Blanco 4-33 Fed Com 5H Well

SHL: 2567' FNL, 1343' FEL of Section 4-T23S-R34E

BHL: 330' FNL, 380' FEL of Section 33-T22S-R34E



Federal/Federal

EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated August 1, 2018, embracing the E/2 E/2 of Section 33 Township 22 South, Range 34 East, and Lot 1 and the SE/4 NE/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

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

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

Lease Serial No.:	NMNM 019143	
Lease Date:	April 1, 1973	
Lease Term:	Ten (10) Years	
Lessor:	The United States of America	
Original Lessee:	George D. Davis, Jr.	
Present Lessee:	Occidental Permian LP	
Description of Land Committed:	<u>Township 22 South, Range 34 East</u> Section 33: Insofar and only insofar as said lease covers the E/2 E/2	
Number of Acres:	160.00	
Royalty Rate:	12.50%	
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%
Overriding Royalty Owners:	Occidental Permian Limited Partnership	2.5000%
	BTA Oil Producers, LLC	0.7500%
	Triangle Royalty, LP	0.2500%
	JB & PD Exploration, LLC	0.0800%
	PBES-17-051, LLC	0.1250%
	PBES-17-050, LLC	0.1250%
	E. M. Thompson Corporate Profit Sharing Plan	0.0800%
	Montego Capital Fund 3 Ltd.	0.0800%
	RDC Resources, LLC	0.0100%
	Robert E. Landreth	0.3750%
	Stephen J. Deffenbaugh	0.1250%
	Wells Fargo Bank, N.A, Trustee of the	0.3681%
	Robert N. Enfield Revocable Trust	
	Mona L. Coffield, as her separate property	0.1875%
	DMA, Inc.	0.2500%
	Charmar, LLC	0.1750%
	Thomas D. Deason	0.0875%
	Richard C. Deason	0.0875%
	Ronald H. Mayer, Trustee of the Ronald H. Mayer and Martha M. Mayer Revocable Trust	0.0750%

SAP, LLC	Federal/Federal
Rosemarie E. Maggart, as her separate property	0.0750%
Pippi G. Espinoza and Andy Espinoza	0.1250%
Howard R. Rubin, Inc.	0.2500%
Rubie Crosby Bell Family LLC	0.1806%
Jerune Allen, a widow	0.0903%
Bryan Bell Family LLC	0.5417%
Glenda Jean Shipp, as her separate property	0.4653%
	0.0417%

Tract No. 2

Lease Serial No.:	NMNM 019142
Lease Date:	June 1, 1973
Lease Term:	Ten (10) Years
Lessor:	The United States of America
Original Lessee:	Evelyn G. Langrish
Present Lessee:	Devon Energy Production Company, LP EOG Resources, Inc.
Description of Land Committed:	<u>Township 23 South, Range 34 East</u> Section 4: Insofar and only insofar as said lease covers Lot 1 and SE/4 NE/4
Number of Acres:	79.96
Royalty Rate:	12.50%
Name and Percent WI Owners:	Devon Energy Production Company, LP 100.00%
Overriding Royalty Owners:	Evan Resources Company 1.0000% Mark S. Martin, III as his separate property 0.5000% Randy Ross Martin, as his separate property 0.5000% EOG Y Resources, Inc. 1.0000% Juanita A. Allen, as her separate property 2.0000% New-Tex Oil Company 2.5000% Virgil Burt 1.5000% Scott W. Tanberg 1.0000%

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communized Area
1	160.00	66.6778%
2	79.96	33.3222%
Total	239.96	100.0000%



United States Department of the Interior

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



In Reply Refer To:
NMNM 140035
3105.2 (9250)

NOV 18 2019

RECEIVED
NOV 21 2019
LAND DEPARTMENT

Reference:
Communitization Agreement
Rio Blanco 4-33 Fed Com 39H
Section 33: W2E2
T. 22 S., R. 34 E., N.M.P.M
Section 4: Lot 2, SWNE
T. 23 S., R. 34 E., N.M.P.M.
Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM 140035 involving 120 acres of Federal land in lease NMNM 019143, 40.00 acres of Federal Land in NMNM 100864, and 80.01 acres of Federal land in lease NMNM 019142 Lea County, New Mexico, which comprises a 240.01-acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 2, SWNE of Sec. 4, T. 23 S., R. 34 E., NMPM, Lea County, New Mexico, and is effective August 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

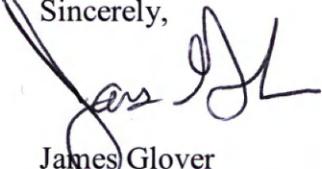
2

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

If you have any questions regarding this approval, please contact Lauren Leib at 505-954-2234 or email lleib@blm.gov.

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

Sincerely,


James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

1 Enclosure

1 – Communization Agreement

cc:

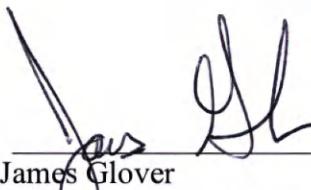
ONRR, Denver
NM Taxation & Revenue Department (Revenue Processing Division)
NMOCD
NM (9200)
NM (P0220-Carlsbad Field Office, File Room)
NMSO (9250, File)

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the W2E2 of Sec. 33, T. 22 S., R. 34 E., and Lot 2, SWNE of Sec. 4, T. 23 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: NOV 18 2019



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

Effective: August 1, 2018

Contract No.: Com. Agr. NMNM 140035

Federal/Federal

Contract No. NM NM140035

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

WITNESSETH:

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

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

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

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

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

Township 22 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 33: W/2 E/2

Township 23 South, Range 34 East, N.M.P.M., Lea County, New Mexico
Section 4: Lot 2 and SW/4 NE/4

containing 240.01 acres, more or less, and this agreement shall include the Bone Spring formation underlying said lands and the crude oil and associated natural gas substances, hereinafter referred to as "communitized substances", producible from such formation.

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

Federal/Federal

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

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

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

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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

Federal/Federal

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

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

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

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

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

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

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: Catherine Lebsack

Name: Catherine Lebsack
Title: Vice President

KD
CL
gk

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: Wendy Dalton *W*

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

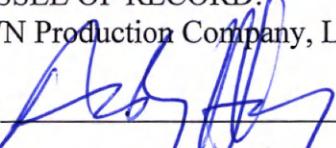
Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By:  _____ Dc
Name: *Andy Dalton*
Title: *VP Commercial Development* B&D

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name:
Title

Federal/Federal

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

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

OPERATOR, WORKING INTEREST OWNER
AND LESSEE OF RECORD:
Devon Energy Production Company, L.P.

By: _____

Name: Catherine Lebsack
Title: Vice President

LESSEE OF RECORD:
EOG Resources, Inc.

By: _____

Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

LESSEE OF RECORD:
SWN Production Company, LLC

By: _____

Name:
Title:

LESSEE OF RECORD:
Occidental Permian Limited Partnership
By: Occidental Permian Manager LLC,
its General Partner

By: _____

Name: Bradley S. Dusek
Title: Attorney-in-fact

Rio Blanco 4-33 Fed Com 39H

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 10th day of September, 2018, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

7-24-2021



Anthony Jones
Notary Public

STATE OF TEXAS _____)
COUNTY OF MIDLAND _____)
) SS
)

This instrument was acknowledged before me this _____ day of _____, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____)
) SS

This instrument was acknowledged before me this _____ day of _____, 2018, by
_____, as _____ of SWN Production
Company, LLC, a _____ limited liability company, on behalf of said company.

My Commission Expires:

Notary Public

Federal/Federal

Acknowledgements

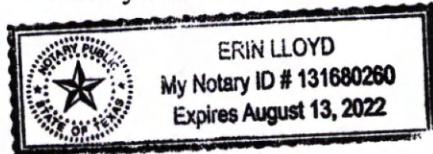
STATE OF OKLAHOMA _____)
) SS
 COUNTY OF OKLAHOMA _____)

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

My Commission Expires:

_____)
 STATE OF TEXAS _____)
) SS
 COUNTY OF MIDLAND _____)

Notary Public



This instrument was acknowledged before me this 27th day of September, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

8-13-22

Notary Public

STATE OF _____)
) SS
 COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of SWN Production Company, LLC, a _____ limited liability company, on behalf of said company.

My Commission Expires:

Notary Public

Federal/Federal

Acknowledgements

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

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

My Commission Expires:

Notary Public

STATE OF TEXAS _____)
COUNTY OF MIDLAND _____)
) SS
)

This instrument was acknowledged before me this _____ day of _____, 2018, by Wendy Dalton as Agent and Attorney-in-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:

Notary Public

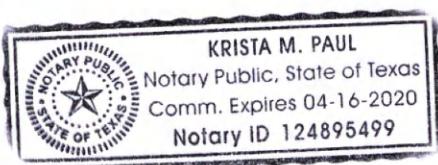
STATE OF Texas)
COUNTY OF Harris)
) SS
)

This instrument was acknowledged before me this 15th day of April, 2018, by
Andy Huggins, as V.P. Business & Commercial Development of SWN Production
Company, LLC, a Texas limited liability company, on behalf of said company.

My Commission Expires:

4.16.30

Keister M. Paul
Notary Public

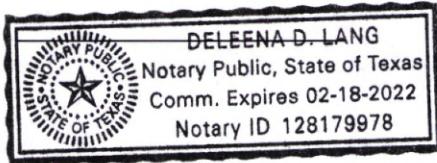


STATE OF TEXAS _____)
COUNTY OF HARRIS _____)
) SS
)

Federal/Federal

This instrument was acknowledged before me this 5th day of April, 2019, by
Bradley S. Duser, Attorney-in-Fact for Occidental Permian Manager LLC, a Delaware
limited liability company, on behalf of Occidental Permian Limited Partnership, a Texas Limited
Partnership.

My Commission Expires:



Deleena Duser
Notary Public

Federal/Federal

EXHIBIT "A"

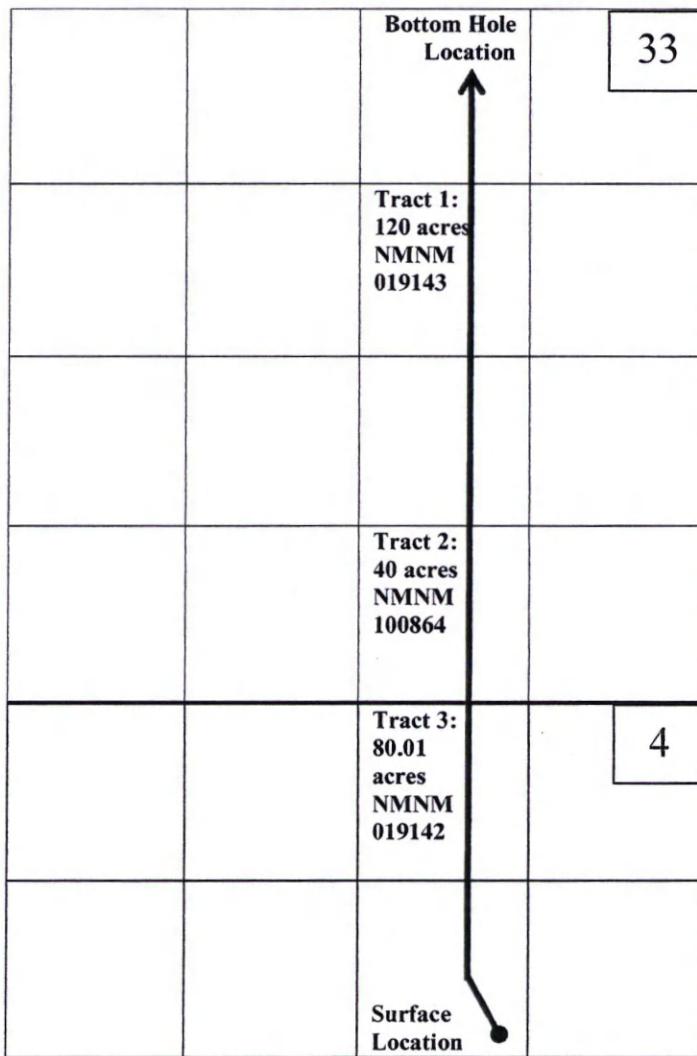
Attached to and made a part of Communitization Agreement dated August 1, 2018, embracing the W/2 E/2 of Section 33 Township 22 South, Range 34 East, and Lot 2 and the SW/4 NE/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

Plat of communitized area covering W/2 E/2 of Section 33, T22S-R34E, & Lot 2 and the SW/4 NE/4 of Section 4, T23S-34E, Lea County, New Mexico.

Rio Blanco 4-33 Fed Com 39H Well

SHL: 2567' FNL, 1373' FEL of Section 4-T23S-R34E

BHL: 330' FNL, 1900' FEL of Section 33-T22S-R34E



Federal/Federal

EXHIBIT "B"

Attached to and made a part of Communitization Agreement dated August 1, 2018, embracing the W/2 E/2 of Section 33 Township 22 South, Range 34 East, and Lot 2 and the SW/4 NE/4 of Section 4 Township 23S, Range 34 East, N.M.P.M., Lea County, New Mexico.

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

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

Lease Serial No.:	NMNM 019143	
Lease Date:	April 1, 1973	
Lease Term:	Ten (10) Years	
Lessor:	The United States of America	
Original Lessee:	George D. Davis, Jr.	
Present Lessee:	Occidental Permian LP	
Description of Land Committed:	<u>Township 22 South, Range 34 East</u> Section 33: Insofar and only insofar as said lease covers the W/2 NE/4 and the NW/4 SE/4	
Number of Acres:	120.00	
Royalty Rate:	12.50%	
Name and Percent WI Owners:	Devon Energy Production Company, LP	100.00%
Overriding Royalty Owners:	Occidental Permian Limited Partnership	2.5000%
	BTA Oil Producers, LLC	0.7500%
	Triangle Royalty, LP	0.2500%
	JB & PD Exploration, LLC	0.0800%
	PBES-17-051, LLC	0.1250%
	PBES-17-050, LLC	0.1250%
	E. M. Thompson Corporate Profit Sharing Plan	0.0800%
	Montego Capital Fund 3 Ltd.	0.0800%
	RDC Resources, LLC	0.0100%
	Robert E. Landreth	0.3750%
	Stephen J. Deffenbaugh	0.1250%
	Wells Fargo Bank, N.A, Trustee of the	0.3681%
	Robert N. Enfield Revocable Trust	
	Mona L. Coffield, as her separate property	0.1875%
	DMA, Inc.	0.2500%
	Charmar, LLC	0.1750%
	Thomas D. Deason	0.0875%
	Richard C. Deason	0.0875%
	Ronald H. Mayer, Trustee of the Ronald H. Mayer	0.0750%
	and Martha M. Mayer Revocable Trust	

	Federal/Federal
SAP, LLC	0.0750%
Rosemarie E. Maggart, as her separate property	0.1250%
Pippi G. Espinoza and Andy Espinoza	0.2500%
Howard R. Rubin, Inc.	0.1806%
Rubie Crosby Bell Family LLC	0.0903%
Jerune Allen, a widow	0.5417%
Bryan Bell Family LLC	0.4653%
Glenda Jean Shipp, as her separate property	0.0417%

Tract No. 2

Lease Serial No.:	NMNM 100864
Lease Date:	June 1, 1998
Lease Term:	Ten (10) Years
Lessor:	The United States of America
Original Lessee:	Rolla R. Hinkle III
Present Lessee:	Devon Energy Production Company, LP
Description of Land Committed:	<u>Township 22 South, Range 34 East</u> Section 33: Insofar and only insofar as said lease covers the SW/4 SE/4
Number of Acres:	40.00
Royalty Rate:	12.50%
Name and Percent WI Owners:	Devon Energy Production Company, LP 100.00%
Overriding Royalty Owners:	Vanguard Operating, LLC 1.5000%

Tract No. 3

Lease Serial No.:	NMNM 019142
Lease Date:	June 1, 1973
Lease Term:	Ten (10) Years
Lessor:	The United States of America
Original Lessee:	Evelyn G. Langrish
Present Lessee:	Devon Energy Production Company, LP EOG Resources Inc.
Description of Land Committed:	<u>Township 23 South, Range 34 East</u> Section 4: Insofar and only insofar as said lease covers Lot 2 and SW/4 NE/4
Number of Acres:	80.01
Royalty Rate:	12.50%
Name and Percent WI Owners:	Devon Energy Production Company, LP 100.00%
Overriding Royalty Owners:	Evan Resources Company 1.0000% Mark S. Martin, III as his separate property 0.5000%

	Federal/Federal
EOG Y Resources, Inc.	1.0000%
Juanita A. Allen, as her separate property	2.0000%
New-Tex Oil Company	2.5000%
Virgil Burt	1.5000%
Scott W. Tanberg	1.0000%

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communized Area
1	120.00	49.9979%
2	40.00	16.6660%
3	80.01	33.3361%
Total	240.01	100.0000%

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

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Phone: (575) 748-1283 Fax: (575) 748-9720

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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, NM 87505

Form C-102
Revised August 1, 2011

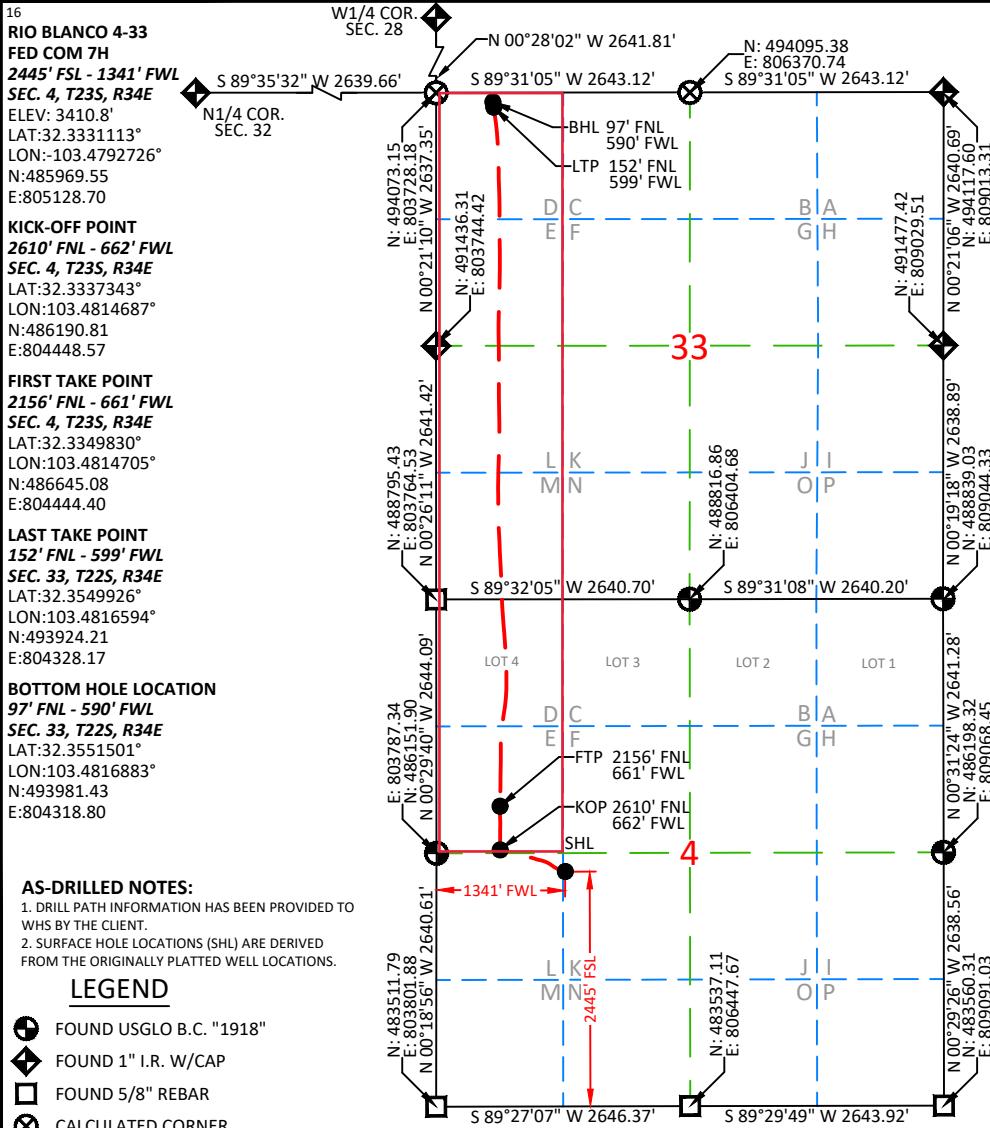
Submit one copy to
appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 3002550130		² Pool Code 97922		³ Pool Name WC-025 G-06 S223421L;BONE SPRING					
⁴ Property Code 316229		⁵ Property Name RIO BLANCO 4-33 FED COM						⁶ Well Number 7H	
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION CO., L.P.						⁹ Elevation 3410.8	
¹⁰ Surface Location									
UL or lot no. K	Section 4	Township 23S	Range 34E	Lot Idn N/A	Feet from the 2445	North/South line SOUTH	Feet from the 1341	East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. D	Section 33	Township 22S	Range 34E	Lot Idn N/A	Feet from the 97	North/South line NORTH	Feet from the 590	East/West line WEST	County LEA
¹² Dedicated Acres 240.01	¹³ Joint or Infill	¹⁴ Consolidation Code			¹⁵ Order No.				

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



17 OPERATOR CERTIFICATION

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

 3/7/2023

Signature Date
Shayda Omoumi
Printed Name
shayda.omoumi@dvn.com
E-mail Address

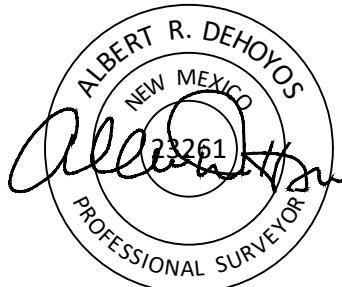
18 SURVEYOR CERTIFICATION

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

03/02/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert De Hoyos
Drawn by: JEB Checked by: ARD Date: 03/02/23

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF 0°26'54.87" AND A COMBINED SCALE FACTOR OF 0.999825463 BASED ON CP TWISTER AT N: 48568.556' E: 800108.069' UNITS REPRESENTED ON THIS PLAT ARE IN US SURVEY FEET.
2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN U.S. SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000174567
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOD..

Intent As Drilled

API #
3002550130

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIO BLANCO 4-33 FED COM	Well Number 7H
---	---	-------------------

Kick Off Point (KOP)

UL E	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2610	From N/S NORTH	Feet 662	From E/W WEST	County LEA
Latitude 32.3337343°					Longitude -103.4814687°				NAD 83

First Take Point (FTP)

UL E	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2156	From N/S NORTH	Feet 661	From E/W WEST	County LEA
Latitude 32.3349830°					Longitude -103.4814705°				NAD 83

Last Take Point (LTP)

UL D	Section 33	Township 22S	Range 34E	Lot N/A	Feet 100	From N/S NORTH	Feet 660	From E/W WEST	County LEA
Latitude 32.3549926°					Longitude -103.4816594°				NAD 83

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

 Y

Is this well an infill well?

 N

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

API #	Property Name:	Well Number
Operator Name:		

KZ 06/29/2018

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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 3002550131	² Pool Code 97922	³ Pool Name WC-025 G-06 S223421L;BONE SPRING
⁴ Property Code 316229	⁵ Property Name RIO BLANCO 4-33 FED COM	⁶ Well Number 8H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION CO., L.P.	⁹ Elevation 3411.2

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
K	4	23S	34E	N/A	2445	SOUTH	1371	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	33	22S	34E	N/A	117	NORTH	1956	WEST	LEA

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

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

RIO BLANCO 4-33
FED COM 8H
2445' FSL - 1371' FWL
SEC. 4, T23S, R34E
ELEV: 3411.2'
LAT:32.333114°
LON:103.4791755°
N:485969.83
E:805158.70

KICK-OFF POINT
2585' FNL - 1975' FWL
SEC. 4, T23S, R34E
LAT:32.3550970°
LON:103.4772636°
N:493973.01
E:805685.31

FIRST TAKE POINT
2066' FNL - 1982' FWL
SEC. 4, T23S, R34E
LAT:32.3549025°
LON:103.4772510°
N:493902.30
E:805689.76

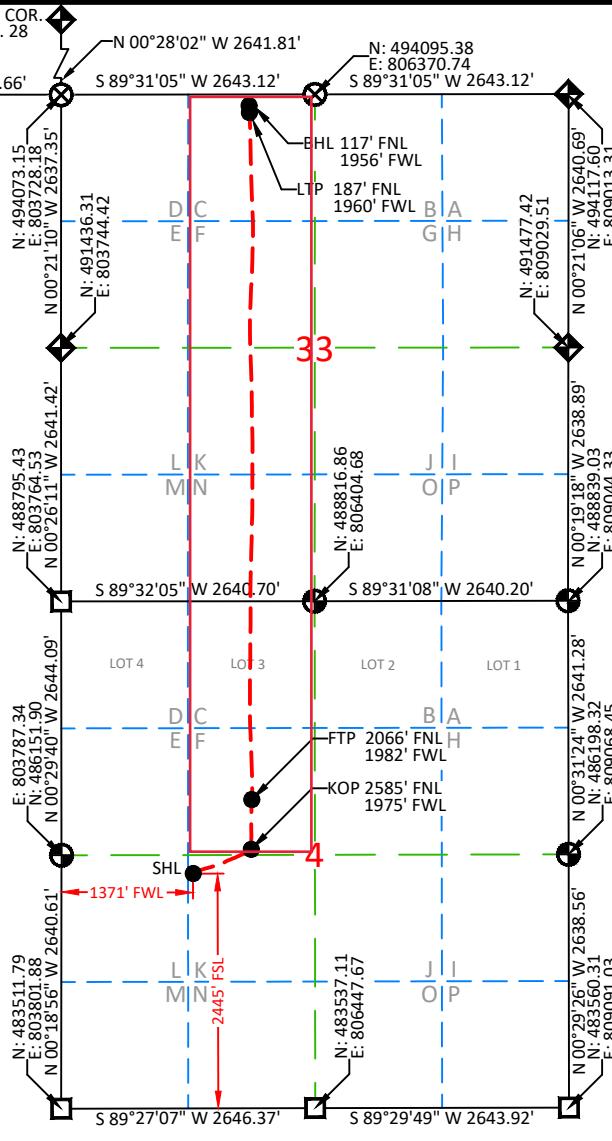
LAST TAKE POINT
187' FNL - 1960' FWL
SEC. 33, T22S, R34E
LAT:32.3352304°
LON:103.4771956°
N:486745.63
E:805764.09

BOTTOM HOLE LOCATION
117' FNL - 1956' FWL
SEC. 33, T22S, R34E
LAT:32.3338043°
LON:103.4772168°
N:486226.72
E:805761.68

AS-DRILLED NOTES:
1. DRILL PATH INFORMATION HAS BEEN PROVIDED TO
WHS BY THE CLIENT.
2. SURFACE HOLE LOCATIONS (SHL) ARE DERIVED
FROM THE ORIGINALLY PLATTED WELL LOCATIONS.

LEGEND

-  FOUND USGLO B.C. "1918"
-  FOUND 1" I.R. W/CAP
-  FOUND 5/8" REBAR
-  CALCULATED CORNER



17 OPERATOR CERTIFICATION

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

 3/7/2023
Signature Date

Shayda Omoumi
Printed Name

shayda.omoumi@dvn.com
E-mail Address

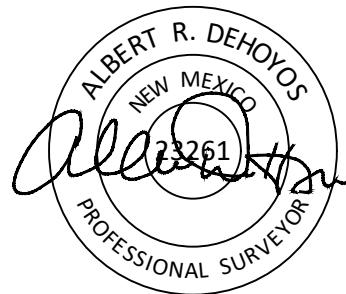
18 SURVEYOR CERTIFICATION

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

03/02/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert De Hoyos

Drawn by: JMA Checked by: ARD Date: 03/03/23

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF 0°26'54.87" AND A COMBINED SCALE FACTOR OF 0.999825463 BASED ON CP TWISTER AT N: 485689.556' E: 805689.069' UNITS REPRESENTED ON THIS PLAT ARE IN US SURVEY FEET.
2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN U.S. SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000174567
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOD.

Intent As Drilled

API #
3002550131

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIO BLANCO 4-33 FED COM	Well Number 8H
---	---	-------------------

Kick Off Point (KOP)

UL F	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2585	From N/S NORTH	Feet 1975	From E/W WEST	County LEA
Latitude 32.3550970°					Longitude -103.4772636°				NAD 83

First Take Point (FTP)

UL F	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2066	From N/S NORTH	Feet 1982	From E/W WEST	County LEA
Latitude 32.3549025°					Longitude -103.4772510°				NAD 83

Last Take Point (LTP)

UL C	Section 33	Township 22S	Range 34E	Lot N/A	Feet 187	From N/S NORTH	Feet 1960	From E/W WEST	County LEA
Latitude 32.3352304°					Longitude -103.4771956°				NAD 83

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

 Y

Is this well an infill well?

 N

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

API #	Property Name:	Well Number
Operator Name:		

KZ 06/29/2018

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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
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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 3002550132	² Pool Code 97922	³ Pool Name WC-025 G-06 S223421L;BONE SPRING
⁴ Property Code 316229	⁵ Property Name RIO BLANCO 4-33 FED COM	⁶ Well Number 9H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION CO., L.P.	⁹ Elevation 3402.1

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
G	4	23S	34E	N/A	2601	NORTH	2140	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	33	22S	34E	N/A	96	NORTH	2007	EAST	LEA

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

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

¹⁶

RIO BLANCO 4-33
FED COM 9H

2601' FNL - 2140' FEL
SEC. 4, T23S, R34E
ELEV: 3402.1'
LAT:32.3337633°
LON:103.4734407°
N:486221.16
E:806928.14

KICK-OFF POINT

2528' FNL - 2007' FEL
SEC. 4, T23S, R34E
LAT:32.3551539°
LON:103.4729829°
N:494004.33
E:807007.03

FIRST TAKE POINT

2104' FNL - 2030' FEL
SEC. 4, T23S, R34E
LAT:32.3550387°
LON:103.4729809°
N:493962.41
E:807007.98

LAST TAKE POINT

138' FNL - 2006' FEL
SEC. 33, T22S, R34E
LAT:32.3351286°
LON:103.4730869°
N:486718.76
E:807033.42

BOTTOM HOLE LOCATION

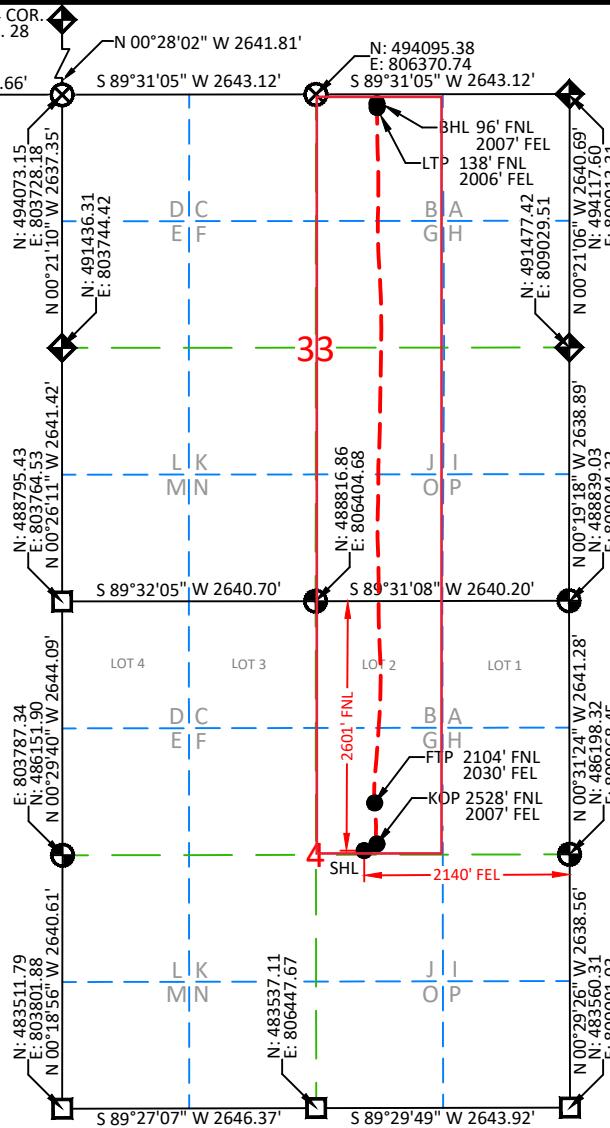
96' FNL - 2007' FEL
SEC. 33, T22S, R34E
LAT:32.3339614°
LON:103.4730090°
N:486294.30
E:807060.90

AS-DRILLED NOTES:

1. DRILL PATH INFORMATION HAS BEEN PROVIDED TO WHS BY THE CLIENT.
2. SURFACE HOLE LOCATIONS (SHL) ARE DERIVED FROM THE ORIGINALLY PLATTED WELL LOCATIONS.

LEGEND

-  FOUND USGLO B.C. "1918"
-  FOUND 1" I.R. W/CAP
-  FOUND 5/8" REBAR
-  CALCULATED CORNER



17 OPERATOR CERTIFICATION

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 3/7/2023

Signature Date
Shayda Omoumi
Printed Name
shayda.omoumi@dvn.com
E-mail Address

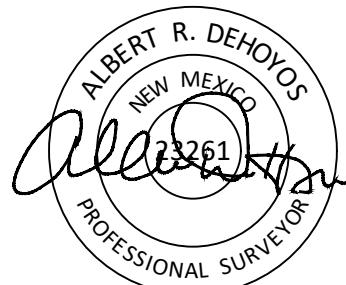
18 SURVEYOR CERTIFICATION

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

03/02/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert De Hoyos

Drawn by: JMA Checked by: ARD Date: 03/03/23

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF 0°26'54.87" AND A COMBINED SCALE FACTOR OF 0.999825463 BASED ON CP TWISTER AT N: 495568.556' E: 800108.069' UNITS REPRESENTED ON THIS PLAT ARE IN US SURVEY FEET.
2. DISTANCES DEPICTED HEREON ARE REPORTED AS GROUND DISTANCES IN U.S. SURVEY FEET USING A COMBINED SCALE FACTOR OF 1.000174567
3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOD.

Intent As Drilled

API #
3002550132

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIO BLANCO 4-33 FED COM	Well Number 9H
---	---	-------------------

Kick Off Point (KOP)

UL G	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2528	From N/S NORTH	Feet 2007	From E/W EAST	County LEA
Latitude 32.3551539°					Longitude -103.4729829°				NAD 83

First Take Point (FTP)

UL G	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2104	From N/S NORTH	Feet 2030	From E/W EAST	County LEA
Latitude 32.3550387°					Longitude -103.4729809°				NAD 83

Last Take Point (LTP)

UL B	Section 33	Township 22S	Range 34E	Lot N/A	Feet 138	From N/S NORTH	Feet 2006	From E/W EAST	County LEA
Latitude 32.3351286°					Longitude -103.4730869°				NAD 83

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

 Y

Is this well an infill well?

 N

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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 AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 3002550133	² Pool Code 97922	³ Pool Name WC-025 G-06 S223421L; BONE SPRING
⁴ Property Code 316229	⁵ Property Name RIO BLANCO 4-33 FED COM	⁶ Well Number 10H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION CO., L.P.	⁹ Elevation 3401.9

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
G	4	23S	34E	N/A	2601	NORTH	2170	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	33	22S	34E	N/A	96	NORTH	696	EAST	LEA

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

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

RIO BLANCO 4-33
FED COM 10H
2601' FNL - 2170' FEL
SEC. 4, T23S, R34E
ELEV: 3401.9'
LAT:32.3337632°
LON:103.4735378°
N:486220.89
E:806898.14

KICK-OFF POINT
2591' FNL - 701' FEL
SEC. 4, T23S, R34E
LAT:32.3551567°
LON:103.4687348°
N:494015.89
E:808318.85

FIRST TAKE POINT
2231' FNL - 700' FEL
SEC. 4, T23S, R34E
LAT:32.3550799°
LON:103.4687345°
N:493987.98
E:808319.17

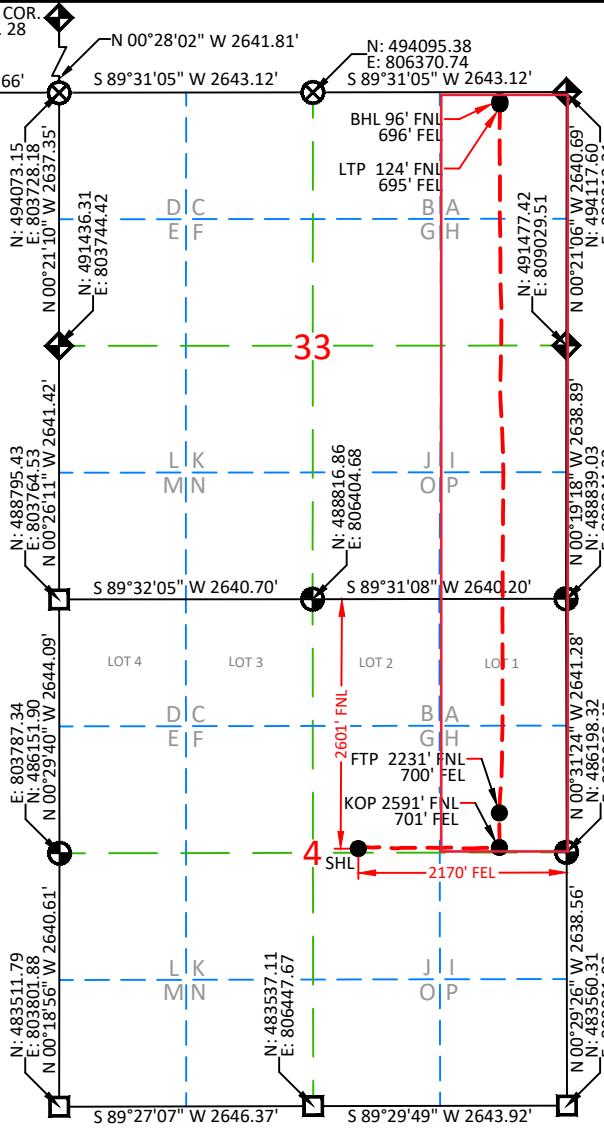
LAST TAKE POINT
124' FNL - 695' FEL
SEC. 33, T22S, R34E
LAT:32.3347795°
LON:103.4687782°
N:486602.46
E:808365.30

BOTTOM HOLE LOCATION
96' FNL - 696' FEL
SEC. 33, T22S, R34E
LAT:32.3337912°
LON:103.4687813°
N:486242.89
E:808367.22

AS-DRILLED NOTES:
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WHS BY THE CLIENT.
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LEGEND

- ◆ FOUND USGLO B.C. "1918"
- ◆ FOUND 1" I.R. W/CAP
- FOUND 5/8" REBAR
- ⊗ CALCULATED CORNER



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 3/7/2023
Signature Date

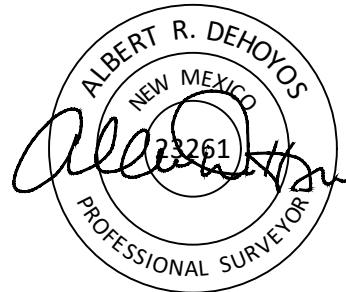
Shayda Omoumi
Printed Name
shayda.omoumi@dvn.com
E-mail Address

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03/02/2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate No. 23261 Albert De Hoyos

Drawn by: JMA Checked by: ARD Date: 03/03/23

NOTES:

1. BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE STATE PLANE GRID, NAD 83, NEW MEXICO EAST (3001) WITH A CONVERGENCE ANGLE OF 0°26'54.87" AND A COMBINED SCALE FACTOR OF 0.999825463 BASED ON CP TWISTER AT N: 48568.556' E: 800108.069' UNITS REPRESENTED ON THIS PLAT ARE IN US SURVEY FEET.
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3. EXISTING GROUND ELEVATIONS SHOWN IN NAVD88 USING THE 12B GEOD.

Intent As Drilled

API #
3002550133

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIO BLANCO 4-33 FED COM	Well Number 10H
---	---	--------------------

Kick Off Point (KOP)

UL H	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2591	From N/S NORTH	Feet 701	From E/W EAST	County LEA
Latitude 32.3551567°					Longitude -103.4687348°				NAD 83

First Take Point (FTP)

UL H	Section 4	Township 23S	Range 34E	Lot N/A	Feet 2231	From N/S NORTH	Feet 700	From E/W EAST	County LEA
Latitude 32.3550799°					Longitude -103.4687345°				NAD 83

Last Take Point (LTP)

UL A	Section 33	Township 22S	Range 34E	Lot N/A	Feet 124	From N/S NORTH	Feet 695	From E/W EAST	County LEA
Latitude 32.3347795°					Longitude -103.4687782°				NAD 83

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

 Y

Is this well an infill well?

 N

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

API #	Property Name:	Well Number
Operator Name:		

KZ 06/29/2018

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RIO BLANCO 4-	10H	3002550133	NMNM019142	NMNM140034	DEVON
RIO BLANCO 4-	7H	3002550130	NMNM092199	NMNM138430	DEVON
RIO BLANCO 4-	9H	3002550132	NMNM019142	NMNM140035	DEVON
RIO BLANCO 4-	8H	3002550131	NMNM092199	NMNM139078	DEVON

Notice of Intent

Sundry ID: 2720700

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface) and Off-Lease Measurement

Date Sundry Submitted:

Time Sundry Submitted:

Date proposed operation will begin: 03/14/2023

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP is requesting approval for a Lease Commingling for the RIO BLANCO 4 CTB 2. Please see attached application.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Rio_Blanco_4_CTB_2_Submitted_Comingling_App_BLM_20230314084159.pdf

Operator

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

Operator Electronic Signature: REBECCA DEAL

Signed on: MAR 14, 2023 08:44 AM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Analyst

Street Address: 333 W SHERIDAN AVE

City: OKLAHOMA CITY **State:** OK

Phone: (303) 299-1406

Email address: REBECCA.DEAL@DVN.COM

Field

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:



Devon Energy Production Company, L.P.
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102
Phone: (405) 228-4800

March 14th, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Central Tank Battery: RIO BLANCO 4 CTB 2

Sec.-T-R: 4-23S-34E

Wells: Rio Blanco 4-33 Fed Com 7H – 10H

Agreements: Approved CAs: NMNM 138430, NMNM 139078, NMNM 140034, NMNM 140035

Lease: NMNM100864 (12.5%), NMNM92782 (12.5%), NMNM92199 (12.5%), NMNM019143 (12.5%), NMNM019142 (12.5%)

Pool: [97922] WC-025 G-06 S223421L; BONE SPRING

County: Lea Co., New Mexico

Interest Owners:

This letter is to advise that Devon Energy Production Company, L.P. is filing an application with the New Mexico Oil Conservation Division (NMOCD) seeking approval for a Central Tank Battery for the above-mentioned wells. A copy of the submitted application is attached.

Any objections or requests that a hearing should be held regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe office within 20 days from the date of this letter.

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.

Please contact Devon Energy Production Company, L.P. at (405) 228-4800 with any questions or needs.

Sincerely,

Devon Energy Production Company, L.P.

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

Rebecca Deal
Regulatory Compliance Professional
Enclosure

Vendor Name 1	Vendor Name 2	Vendor Name 3	Vendor Name 4	Address	City	District	State Cd	State	Postal Code
9414814901527181236509	ARROTT FAMILY REV TR DTD 4-8-19	SUSAN ARROTT & CAROLINE ARROTT	DWAYNE ARROTT CO-TRUSTEE	PO BOX 241868	LITTLE ROCK	PULASKI	TX	Texas	79702-2640
9414814901527181236516	BRYAN BELL FAMILY LLC	FRANK ROBERT JANUSA CPA	MANAGING MEMBER	PO BOX 24591	NEW ORLEANS	ORLEANS	CO	Colorado	80225-0627
9414814901527181236513	CHARLIE BELL PRODUCERS LLC	CATHLEEN ANN ADAMS REVOCABLE	TRUST DTD SEPTEMBER 25 2020	104 SOUTH PEPOS	MIDLAND	MIDLAND	NM	New Mexico	88202-2391
9414814901527181236547	CHARMARLLA LLC	CHARLES R HICKS AKA C RANDALL	HICKS & VIKKI H SMITH	PO BOX 1533	RIO GRANCHO	CANONVAL	TX	Texas	75226
9414814901527181236554	CONTANGO RESOURCES INC	CRM 2018 LP	MANAGING MEMBERS	4815 VISTA DEL OSO CT NE	ALBUQUERQUE	BERNALILLO	TX	Texas	76147
9414814901527181236561	DARELL FIFER &	WIFE TERRY FIFER		717 TEXAS AVE STE 2900	HOUSTON	HARRIS	TX	Texas	76147
9414814901527181236585	DEVON ENERGY PROD CO LP	A L PETERS OR BILLIE M PETERS		PO BOX 51933	MIDLAND	MIDLAND	TX	Texas	79702
9414814901527181236592	DMA INC	ECO RESOURCES INC		PO BOX 1496	ROSWELL	CHAVES	TX	Texas	76147
9414814901527181236598	EDMUNDSON CORPORATION PSP	ERIC ENFELD		PO BOX 92132	MIDLAND	MIDLAND	CO	Colorado	80235
9414814901527181236622	EVANS RESOURCES COMPANY	DBA MLE LLC		PO BOX 16264	DALLAS	DALLAS	NM	New Mexico	87505-1797
9414814901527181236639	FIRST ROSWELL COMPANY	JST TROSCHINETZ CORPORATION	PROFIT SHARING PLAN	PO BOX 1693	SANTA FE	SANTA FE	NM	New Mexico	87505-2837
9414814901527181236646	GLENDA JEAN SHIPP SEPARATE PROPE	MARK S MARTIN III		5365 W PRINCETON DR	DENVER	DENVER	CO	Colorado	80225-0627
9414814901527181236653	HOWARD A RUBIN INC	JOHN PAUL MERRITT CEO &	GEORGE OVERBEY COO AGE	PO BOX 1797	ROSWELL	CHAVES	NM	New Mexico	88202-1797
9414814901527181236660	LENA NEUFELD	LENA NEUFELD		UNKNOWN	OKLAHOMA CITY	OKLAHOMA	NM	New Mexico	87109-2558
9414814901527181236670	LIBERATION EX OIL COMPANY	MARK L LUTTRELL MGR		623 CAMINO RANCHEROS	SANTA FE	SANTA FE	CO	Colorado	80225-0627
9414814901527181236676	JEFFREY R PERINERS LLC	PROFIT SHARING PLAN		PO BOX 474	SEASIDE	GAINEY	CO	Colorado	80225-0627
9414814901527181236691	ERIC ENFELD	JST TROSCHINETZ CORPORATION		PO BOX 4741	MIDLAND	MIDLAND	TX	Texas	79702-4741
9414814901527181236702	MARK S MARTIN III	PROFIT SHARING PLAN		PO BOX 69874	SAN ANGELO	TOM GREEN	NM	New Mexico	88203-9002
9414814901527181236714	MCMULLEN MINERALS LLC	PO BOX 1797		2500 FANNIN	MIDLAND	MIDLAND	NM	New Mexico	88202-1496
9414814901527181236721	MERIH ENERGY LLC	PO BOX 1874		PO BOX 470857	FORT WORTH	TARRANT	CO	Colorado	80225-0627
9414814901527181236738	MERPEL LLC	PONY OIL OPERATING LLC		PO BOX 1874	MIDLAND	MIDLAND	LA	Louisiana	70184
9414814901527181236745	MONTEGO CAPITAL FUND 3 LTD	JOHN PAUL MERRITT CEO &	GEORGE OVERBEY COO AGE	3100 MONTICELLO AVE STE 500	DALLAS	DALLAS	NM	New Mexico	88312
9414814901527181236750	NOVUS ENERGY LLC	JOHN PAUL MERRITT CEO &	GEORGE OVERBEY COO AGE	PO BOX 2640	MIDLAND	MIDLAND	TX	Texas	78704
9414814901527181236769	ONCE OCCIDENTAL PERMAN LTD	SUCCESSOR TO AMOCO		PO BOX 4741	HOUSTON	LIBRARY	NM	New Mexico	87125
9414814901527181236776	ONR MGR	ROYALTY MANAGEMENT PROGRAM		PO BOX 841803	DALLAS	DALLAS	TX	Texas	77002
9414814901527181236783	PEGASUS RESOURCES II LLC	PO BOX 25627		PO BOX 25627	DENVER	JEFFERSON	CO	Colorado	80225-0627
9414814901527181236790	PEGASUS RESOURCES LLC	PO BOX 470698		PO BOX 470698	FORT WORTH	TARRANT	TX	Texas	79702
9414814901527181236806	PHILIP L WHITE	PO BOX 470698		PO BOX 470698	FORT WORTH	TARRANT	CO	Colorado	80225-0627
9414814901527181236813	RANDY R MARIN	PO BOX 25968		PO BOX 25968	ALBUQUERQUE	BERNALILLO	NM	New Mexico	87125
9414814901527181236818	ROBERT E DEASON	4409 MARTINIQUE		4409 MARTINIQUE	WICHITA FALLS	WICHITA	CA	California	90046-4546
9414814901527181236837	ROBERT E LANDRETH	10300 WESTCHESTER DR APT 217		10300 WESTCHESTER DR APT 217	MARSHALL	MARSHALL	TX	Texas	77002
9414814901527181236844	RONALD H MAYER	110 W LOUISIANA ST STE 404		110 W LOUISIANA ST STE 404	MIDLAND	MIDLAND	TX	Texas	77002
9414814901527181236868	RUBIE CROSBY BELL FAMILY LLC	FRANK ROBERT JANUSA CPA	MANAGING MEMBER	PO BOX 40909	AUSTIN	TRAVIS	OK	Oklahoma	73102-5015
9414814901527181236875	SAP LLC	MICHAEL WHITE MARLEY REG AGT		PO BOX 2391	ROSWELL	CHAVES	OK	Oklahoma	73102-5015
9414814901527181236882	TD MINERALS LLC	4901 WHITNEY LN		PO BOX 24591	NEW ORLEANS	ORLEANS	NM	New Mexico	88202-1797
9414814901527181236899	THOMAS D DEASON	8111 WESTCHESTER DR STE 90		4901 WHITNEY LN	ROSWELL	CHAVES	TX	Texas	79701
9414814901527181236905	THOMAS E JENNINGS	158 MIDIRON RD		8111 WESTCHESTER DR STE 90	DALLAS	DALLAS	NM	New Mexico	88240
9414814901527181236912	TRIANGLE ROYALTY LP	ALTO		158 MIDIRON RD	ALTO	LINCOLN	TX	Texas	77002
		PO BOX 1797		158 MIDIRON RD	ROSWELL	CHAVES	NM	New Mexico	88202-1797
		PO BOX 904		158 MIDIRON RD	ROSWELL	CHAVES	TX	Texas	75284-1803

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
March 23, 2023
and ending with the issue dated
March 23, 2023.



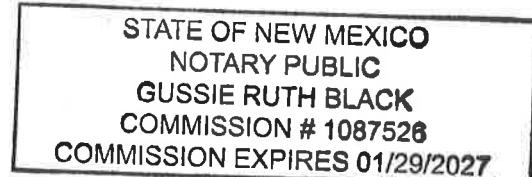
Publisher

Sworn and subscribed to before me this
23rd day of March 2023.

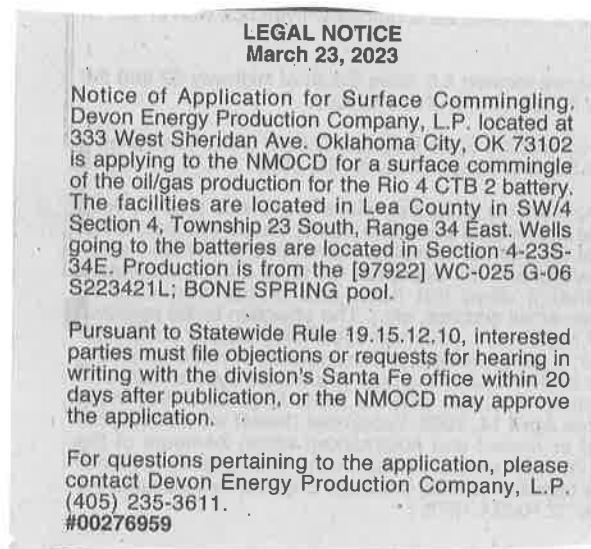


Business Manager

My commission expires
January 29, 2027
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said



67106744 00276959

ACCOUNTS PAYABLE - LEGALS
DEVON ENERGY
PO BOX 3198
OKLAHOMA CITY, OK 73102-3198

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
RIO BLANCO 4-	10H	3002550133	NMNM019142	NMNM140034	DEVON
RIO BLANCO 4-	7H	3002550130	NMNM092199	NMNM138430	DEVON
RIO BLANCO 4-	9H	3002550132	NMNM019142	NMNM140035	DEVON
RIO BLANCO 4-	8H	3002550131	NMNM092199	NMNM139078	DEVON

Notice of Intent

Sundry ID: 2735823

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted:

Time Sundry Submitted:

Date proposed operation will begin: 03/14/2023

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution, Devon Energy Production Company, LP is requesting approval for a Lease Commingling for the RIO BLANCO 4 CTB 2. Please see attached application.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Rio_Blanco_4_CTB_2_Submitted_Comingling_App_BLM_20230614135728.pdf

Operator

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

Operator Electronic Signature: REBECCA DEAL

Signed on: JUN 14, 2023 01:58 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Analyst

Street Address: 333 W SHERIDAN AVE

City: OKLAHOMA CITY **State:** OK

Phone: (303) 299-1406

Email address: REBECCA.DEAL@DVN.COM

Field

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
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RIO BLANCO 4-	7H	3002550130	NMNM092199	NMNM138430	DEVON
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Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Analyst

Street Address: 333 W SHERIDAN AVE

City: OKLAHOMA CITY **State:** OK

Phone: (303) 299-1406

Email address: REBECCA.DEAL@DVN.COM

Field

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:

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

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

ORDER NO. CTB-1167

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 provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
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 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.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

CONCLUSIONS OF LAW

7. 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.
8. 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.
9. 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.

10. 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.
11. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
12. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
13. 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 may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
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 Chang

ALBERT C. S. CHANG
DIRECTOR

DATE: 12/10/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1167

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Rio Blanco 4 Central Tank Battery 2

Central Tank Battery Location: UL M, Section 4, Township 23 South, Range 34 East

Gas Title Transfer Meter Location: UL M, Section 4, Township 23 South, Range 34 East

Pools

Pool Name	Pool Code
WC-025 G-06 S223421L;BONE SPRING	97922

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105692776 (140034)	E2E2	33-22S-34E
	E2NE	04-23S-34E
CA Bone Spring NMNM 105693895 (140035)	W2E2	33-22S-34E
	W2NE	04-23S-34E
CA Bone Spring NMNM 105484896 (138430)	W2W2	33-22S-34E
	W2NW	04-23S-34E
CA Bone Spring NMNM 105695534 (139078)	E2W2	33-22S-34E
	E2NW	04-23S-34E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50130	RIO BLANCO 4 33 FEDERAL COM #007H	W2W2	33-22S-34E	97922
		W2NW	04-23S-34E	
30-025-50131	RIO BLANCO 4 33 FEDERAL COM #008H	E2W2	33-22S-34E	97922
		E2NW	04-23S-34E	
30-025-50132	RIO BLANCO 4 33 FEDERAL COM #009H	W2E2	33-22S-34E	97922
		W2NE	04-23S-34E	
30-025-50133	RIO BLANCO 4 33 FEDERAL COM #010H	E2E2	33-22S-34E	97922
		E2NE	04-23S-34E	

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

General Information
Phone: (505) 629-6116

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

State of New Mexico

Energy, Minerals and Natural Resources

Oil Conservation Division

1220 S. St Francis Dr.

Santa Fe, NM 87505

CONDITIONS

Action 200613

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 200613
	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.	12/15/2025