



United States Department of the Interior



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

MAR"3 1 2021

In Reply Refer To:
NMNM141642
3105.2 (NM920)

Reference:
Communitization Agreement
Marwari 28-16 State Fed Com 238H
Section 16: E2E2
Section 21: E2E2
T. 25 S., R. 32 E., N.M.P.M.
Lea County, NM

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

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141642 involving 160 acres of Federal land in lease NMLC 061869, and 160 acres of State land, Lea County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath E2E2 of Sec. 16 and E2E2 of Sec. 21, T. 25 S., R. 32 E., NMPM, Lea County, NM, and is effective December 14, 2019. 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 Elizabeth Rivera at (505) 954-2162.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila Mallory". The signature is fluid and cursive, with the first name "Sheila" and last name "Mallory" clearly distinguishable.

Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM State Land Commissioner

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 E2E2 of Sec. 16 and E2E2 of Sec. 21, T. 25 S., R. 32 E., NMPM, Lea County, NM, 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.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- 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:

MAR 31 2021



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: December 14, 2019

Contract No.: Com. Agr. NMNM141642



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

Peggy Buller
(405) 552-3623

BLM-NMSO
FEB:25:2020 13:16:57
RECEIVED

NMNM
141642

February 24, 2020

Bureau of Land Management
301 Dinosaur Trail
Santa Fe, NM 87508

RE: Federal Communitization Agreement
Section 16-25S-32E: E/2 E/2
Section 21-25S-32E: E/2 E/2
Lea County, New Mexico

To Whom It May Concern:

Please find enclosed three (3) originals and one copy of the Federal Communitization Agreements covering the lands described above and the Marwari 28-16 State Fed 238H well (API 3002545206).

Once approved, please forward the Agreement to the undersigned at the letterhead address. If you have any questions regarding this matter, please contact the undersigned by phone at (405) 552-3623 or by e-mail at peggy.buller@devon.com.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.

Peggy Buller
Land Analysis Professional

Enclosures

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

☐ AMENDED REPORT

'API Number 30-025-45206		'Pool Code 96715	'Pool Name WC -025 G-06 S253206M; BONE SPRING
'Property Code 322445	'Property Name MARWARI 28-16 STATE FED COM		'Well Number 238H
'OGRID No. 6137	'Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		'Elevation 3384.1

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	28	25 S	32 E		175	NORTH	865	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	16	25 S	32 E		20	NORTH	660	EAST	LEA

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.

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed horizon 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.

E-mail Address

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

1

Signature and Seal of Professional Surveyor
Certificate Number: SILVANO F. JARDINILLO, PLS 12797
SURVEY NO. 5913G

Federal Communitization Agreement

Contract No. NM NM 141642

THIS AGREEMENT entered into as of the 14th day of December, 2019, 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:

Section 16: E/2 E/2

Section 21: E/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 14, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.


13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

2-19-2020
Date

By: Catherine Lebsack
Catherine Lebsack, Vice President 


ConocoPhillips Company

Date

By: _____

Paduca Partners, LLC

12-16-2019
Date

By: Michael H. Leede 
MICHAEL H. LEEDE, MANAGER

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

Date 2/3/2020

ConocoPhillips Company

By: [Signature]

Title: Lindsay B. Weddle

Attorney-in-fact ^{HAS} _{for}

ACKNOWLEDGEMENT

STATE OF Texas)

COUNTY OF Harris) ss.

On this 3rd day of February 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of the same.

(SEAL) 

01-07-2022

My Commission Expires

[Signature]

Notary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19 day of FEBRUARY, 2019,
by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

10/21/23
My Commission Expires



Lisa Othon
Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
on behalf of said corporation.

(SEAL)

My Commission Expires

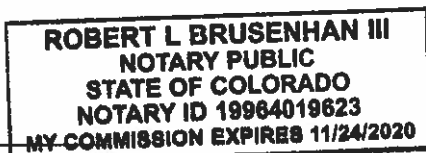
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 16th day of DECEMBER, 2019,
by MICHAEL H. LEED as MANAGER Paduca Partners, LLC.

(SEAL)

My Commission Expires



Robert L. Brusenhan III
Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT "B"

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

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

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%

Federal Communitization Agreement

Contract No. NMNm141642

THIS AGREEMENT entered into as of the 14th day of December, 2019, 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:

Section 16: E/2 E/2

Section 21: E/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 14, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

2-19-2020
Date

By:

Catherine Lebsack

Catherine Lebsack, Vice President

[Signature]

ConocoPhillips Company

Date

By: _____

Paduca Partners, LLC

12-16-2019
Date

By:

Michael H. Leede

MICHAEL H. LEEDE, MANAGER

[Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

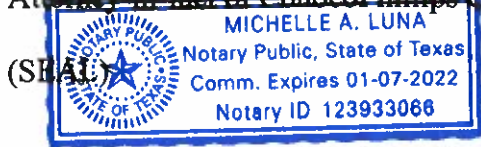
2/3/2020
Date

ConocoPhillips Company
By: Lindsay B. Weddle
Title: Attorney-in-fact *has the*

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 3rd day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the ~~Attorney in fact of ConocoPhillips Company~~, a Delaware Corporation, on behalf of the same.



01-07-2022
My Commission Expires

Michelle A. Luna
Notary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19 day of February, 2019,
by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

10/21/23
My Commission Expires



Lisa Othman
Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 16th day of DECEMBER, 2019,
by MICHAEL H. LEED as MANAGER Paduca Partners, LLC.

(SEAL)

My Commission Expires

ROBERT L BRUSENHAN III
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984019823
MY COMMISSION EXPIRES 11/24/2020

Robert L Brusenhan III
Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT “B”

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

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

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%

Federal Communitization Agreement

Contract No. NMNM14/642

THIS AGREEMENT entered into as of the 14th day of December, 2019, 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:

Section 16: E/2 E/2

Section 21: E/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 14, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

2-19-2020

Date

By: Catherine Lebsack
Catherine Lebsack, Vice President

ConocoPhillips Company

By: _____

Date

Paduca Partners, LLC

12-16-2019

Date

By: Michael H. Leede
MICHAEL H. LEEDE, MANAGER

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

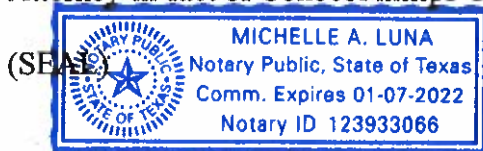
2/3/2020
Date

ConocoPhillips Company
By: [Signature]
Title: Lindsay B. Weddle
Attorney-in-fact *HAS*

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 3rd day of February, 2020, before me, a Notary Public for the State of Texas,
personally appeared Lindsay B. Weddle, known to me to be the
Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of the same.



01-07-2022
My Commission Expires

[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19 day of February, 2020,
by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

10/21/23
My Commission Expires



Lisa Othon
Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 16th day of DECEMBER, 2019,
by MICHAEL H. LEEDE as MANAGER Paduca Partners, LLC.

(SEAL)

My Commission Expires
ROBERT L BRUSENHAN III
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964019623
MY COMMISSION EXPIRES 11/24/2020

Robert L Brusenhan III
Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT “B”

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

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

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%

Federal Communitization Agreement

Contract No. NmNM141642

THIS AGREEMENT entered into as of the 14th day of December, 2019, 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:

Section 16: E/2 E/2
Section 21: E/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 14, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.


13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Devon Energy Production Company, L.P.

Operator

2-19-2020
Date

By: Catherine Lebsack
Catherine Lebsack, Vice President 


ConocoPhillips Company

Date

By: _____

Paduca Partners, LLC

12-16-2019
Date

By: Michael H. Leede 
MICHAEL H. LEEDE, MANAGER

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

2/3/2020
Date

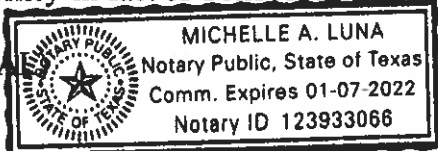
ConocoPhillips Company

By: [Signature]
Title: Lindsay B. Weddle
Attorney-in-fact ^{MAS} _{for}

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 3rd day of February 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of the same.

(SEAL) 

01-07-2022
My Commission Expires

[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19 day of FEBRUARY, 2019,
by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an
Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

10/21/23
My Commission Expires



Lisa Othon
Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
on behalf of said corporation.

(SEAL)

My Commission Expires

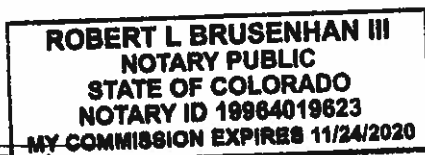
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 16th day of DECEMBER, 2019,
by MICHAEL H. LEEDE as MANAGER Paduca Partners, LLC.

(SEAL)

My Commission Expires



Robert L. Brusenhan III
Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT "B"

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

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

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

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

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%