

Devon Energy Corporation
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

January 6, 2021

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

**Re: Central Tank Battery
TOMB RAIDER 12-1 CTB 1 - Upgrade**

**Sec., T, R: NWNE, S13, T23S, 31E
Lease: NMNM22080, NMNM0404441, NMNM0533177A
Pool: [39350] LIVINGSTON RIDGE; BONE SPRING & [98123] WC-015 G-08
S233102C; WOLFCAMP
County: Eddy Co., New Mexico**



Dear Mr. McClure:

Please find attached the OCD Form C-107B Notice of Intent for a Central Tank Battery of the aforementioned wells. This application is necessary due to diverse leases and pools.

An application was submitted to the BLM, please see attached sundry submittal.

The working interest, royalty interest and overriding royalty interest owners are not identical, therefore notifications have been sent.

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) 228-8595.

Sincerely,

Chelsey Green

Regulatory Compliance Professional
333 W. Sheridan Ave.
Oklahoma City, OK 73102
(405) 228-8595
Chelsey.green@dvn.com

Enclosures

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: See attachments for multiple wells and APIs **API:** _____
Pool: [39350] LIVINGSTON RIDGE; BONE SPRING & [98123] WC-015 G-08S233102C; WOLFCAMP **Pool Code** 39350 & 98123

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.

Chelsey Green
 Print or Type Name

 Signature

01/06/2021
 Date
405-228-8595
 Phone Number
chelsey.green@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., L.P.
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102
APPLICATION TYPE:

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

LEASE TYPE: Fee State [X] Federal

Is this an Amendment to existing Order? [] Yes [X] 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
[X] Yes [] No

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

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes. Row 1: See attachments.

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

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

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

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

(1) Complete Sections A and E.

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

(1) Is all production from same source of supply? [] Yes [X] 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: Chelsey Green TITLE: Regulatory Professional DATE: 01.06.2021
TYPE OR PRINT NAME: Chelsey Green TELEPHONE NO.: 405-228-8595
E-MAIL ADDRESS: chelsey.green@dvn.com

Form 3160-5
(June 2015)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

5. Lease Serial No.
NMNM022080

6. If Indian, Allottee or Tribe Name

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

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other		8. Well Name and No. TOMB RAIDER 12-1 FED 516H
2. Name of Operator DEVON ENERGY PRODUCTION COMPANY		9. API Well No. 30-015-45786
3a. Address 333 WEST SHERIDAN AVENUE OKLAHOMA CITY, OK 73102-5015		10. Field and Pool or Exploratory Area LIVINGSTON; BONESPRING
3b. Phone No. (include area code) Ph: 405-552-6560		
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 12 T23S R31E SWSE 50FSL 1420FEL		11. County or Parish, State EDDY COUNTY, NM

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

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

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

APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE
Proposal for Tomb Raider 12-1 CTB 1 UPGRADE

Devon Energy Production Company, LP is requesting approval for a Pool Commingle/Off Lease Measurement for the following wells (please see attachments):

Well Name SHL Location API POOL STATUS COUNTY FORMATION BLM LEASE 12.5%
TOMB RAIDER 12 FED 213H 12- 23S-31E 3001544854 [39350] LIVINGSTON RIDGE; BONE SPRING PRODUCING LEA BONESPRING NMNM022080
TOMB RAIDER 12-1 FED 516H 12- 23S-31E 3001545486 [39350] LIVINGSTON RIDGE; BONE SPRING PRODUCING LEA BONESPRING NMNM022080

14. I hereby certify that the foregoing is true and correct. Electronic Submission #522781 verified by the BLM Well Information System For DEVON ENERGY PRODUCTION COMPAN, sent to the Carlsbad	
Name (Printed/Typed) JENNIFER HARMS	Title REGULATORY COMPLIANCE ANALYST
Signature (Electronic Submission)	Date 07/23/2020

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

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

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

(Instructions on page 2)

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

Additional data for EC transaction #522781 that would not fit on the form

32. Additional remarks, continued

TOMB RAIDER 12-1 FED 611H 12-23S-31E 3001546095 [98123]WC-015 G-08 S233102C; WOLFCAMP PROPOSED LEA
WOLFCAMP NMNM022081
TOMB RAIDER 12-1 FED 701H 12-23S-31E 3001546096 [98123]WC-015 G-08 S233102C; WOLFCAMP PROPOSED LEA
WOLFCAMP NMNM022082

ADDITIONAL WELLS HAVE BEEN ADDED TO THIS CTB:

BORA BORA 13-24 FED COM 214H, A-13-23S-31E, 3001546387 [39350] LIVINGSTON RIDGE; BONE SPRING;
NMNM0404441 & NMNM0533177A
BORA BORA 13-24 FED COM 215H, A-13-23S-31E, 3001546117, [39350] LIVINGSTON RIDGE; BONE SPRING,
NMNM0404441 & NMNM0533177A
BORA BORA 13-24 FED COM 216H, A-13-23S-31E, 3001544854,[39350] LIVINGSTON RIDGE; BONE SPRING,
NMNM0404441 & NMNM0533177A

Oil & Gas metering: The central tank battery, Tomb Raider 12-1 CTB 1, is located in NWNE, S13,
T23S, R31E in Eddy County, New Mexico.

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

Proposal for Upgrade to the Approved TOMB RAIDER 12-1 CTB 1:

Devon Energy Production Company, LP is requesting approval for a Lease/Pool Commingle for the following wells, commingling will not reduce the total remaining production's value:

Well Name	SHL Location	API	POOL	LEASE	LEASE
TOMB RAIDER 12 FED 213H	12-23S-31E	3001544854	[39350] LIVINGSTON RIDGE; BONE SPRING	NMNM022080- 12.5%	
TOMB RAIDER 12-1 FED 516H	12-23S-31E	3001545486	[39350] LIVINGSTON RIDGE; BONE SPRING	NMNM022080- 12.5%	
TOMB RAIDER 12-1 FED 611H	12-23S-31E	3001546095	[98123]WC-015 G-08 S233102C; WOLFCAMP	NMNM022080- 12.5%	
TOMB RAIDER 12-1 FED 701H	12-23S-31E	3001546096	[98123]WC-015 G-08 S233102C; WOLFCAMP	NMNM022080- 12.5%	
BORA BORA 13-24 FED COM 214H	13-23S-31E	3001546387	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441- 12.5%	NMNM0533177 A-12.5%
BORA BORA 13-24 FED COM 215H	13-23S-31E	3001546117	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441- 12.5%	NMNM0533177 A-12.5%
BORA BORA 13-24 FED COM 216H	13-23S-31E	3001546118	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM0404441- 12.5%	NMNM0533177 A-12.5%

CA Information:

Tomb Raider wells do not have a CA due to having one federal lease.

BORA BORA 13-24 FED COM 214, 215, 216 have been submitted to include all three wells in one CA.

Oil & Gas metering:

The central tank battery, Tomb Raider 12-1 CTB 1, is located in NWNE, S13, T23S, R31E in Eddy County, New Mexico.

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

The central tank battery will have 4 oil tanks and 3 water tanks that all wells will utilize. All wells will have 1 common gas delivery point(s) on location. They will also share 1 common oil delivery point(s) (LACT) on or directly adjacent to location.

Meter Owner / Serial Number UPGRADE:

Well Name	Gas	Oil Allocation	Gas FMP	Oil FMP	Water Allocation	VRU Allocation
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	Allocation Meter	Meter			Meter	Meter
TOMB RAIDER 12-1 FED 516H	DVN / 390-49-1341	DVN / SN# 14900241	DCP / 74277400 DCP / 74274500	ENLINK / 390-50-163	DVN / 14900797	DVN / 390-00-1340
TOMB RAIDER 12-1 FED 213H	DVN / 390-49-1342	DVN / SN# 14900246	DCP / 74277400 DCP / 74274500	ENLINK / 390-50-163	DVN / 14839101	DVN / 390-00-1340
TOMB RAIDER 12-1 FED 701H	DVN/ 390-49-1560	DVN /14919629	DCP /742745 & 742774	ENLINK /14930509	DVN / 14929429	DVN /390-00-1340
TOMB RAIDER 12-1 FED 611H	DVN/ 390-49-1559	DVN /14948121	DCP /742745 & 742774	ENLINK /14930509	DVN / 14946224	DVN / 390-00-1340
BORA BORA 13-24 FED COM 214H	DVN/*	DVN /*	DCP / *	ENLINK /*	DVN /*	DVN /*
BORA BORA 13-24 FED COM 215H	DVN/*	DVN /*	DCP / *	ENLINK /*	DVN /*	DVN /*
BORA BORA 13-24 FED COM 216H	DVN/*	DVN /*	DCP / *	ENLINK /*	DVN /*	DVN /*

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

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

Process and Flow Descriptions:

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

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

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

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

Economic Justification Report

TOMB RAIDER 12-1 CTB 1

Value (bbl): \$20.57
 Value (mcf): \$1.16

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
TOMB RAIDER 12 FED 213H	Sweet	NMNM022080-12.5%	-	-	-	-	-	350	44	780	1855
TOMB RAIDER 12-1 FED 516H	Sweet	NMNM022080-12.5%	-	-	-	-	-	560	44	7236	1855
TOMB RAIDER 12-1 FED 611H*	Sweet	NMNM022080-12.5%	-	-	-	-	-	400	46.1	1700	1274
TOMB RAIDER 12-1 FED 701H*	Sweet	NMNM022080-12.5%	-	-	-	-	-	400	46.1	1700	1274
BORA BORA 13-24 FED COM 214H*	Sweet	NMNM0404441-12.5%	NMNM0533177A-12.5%	-	-	-	-	150	42	550	1401
BORA BORA 13-24 FED COM 215H*	Sweet	NMNM0404441-12.5%	NMNM0533177A-12.5%	-	-	-	-	150	42	550	1401
BORA BORA 13-24 FED COM 216H*	Sweet	NMNM0404441-12.5%	NMNM0533177A-12.5%	-	-	-	-	150	42	550	1401
production and are only a proposal*											

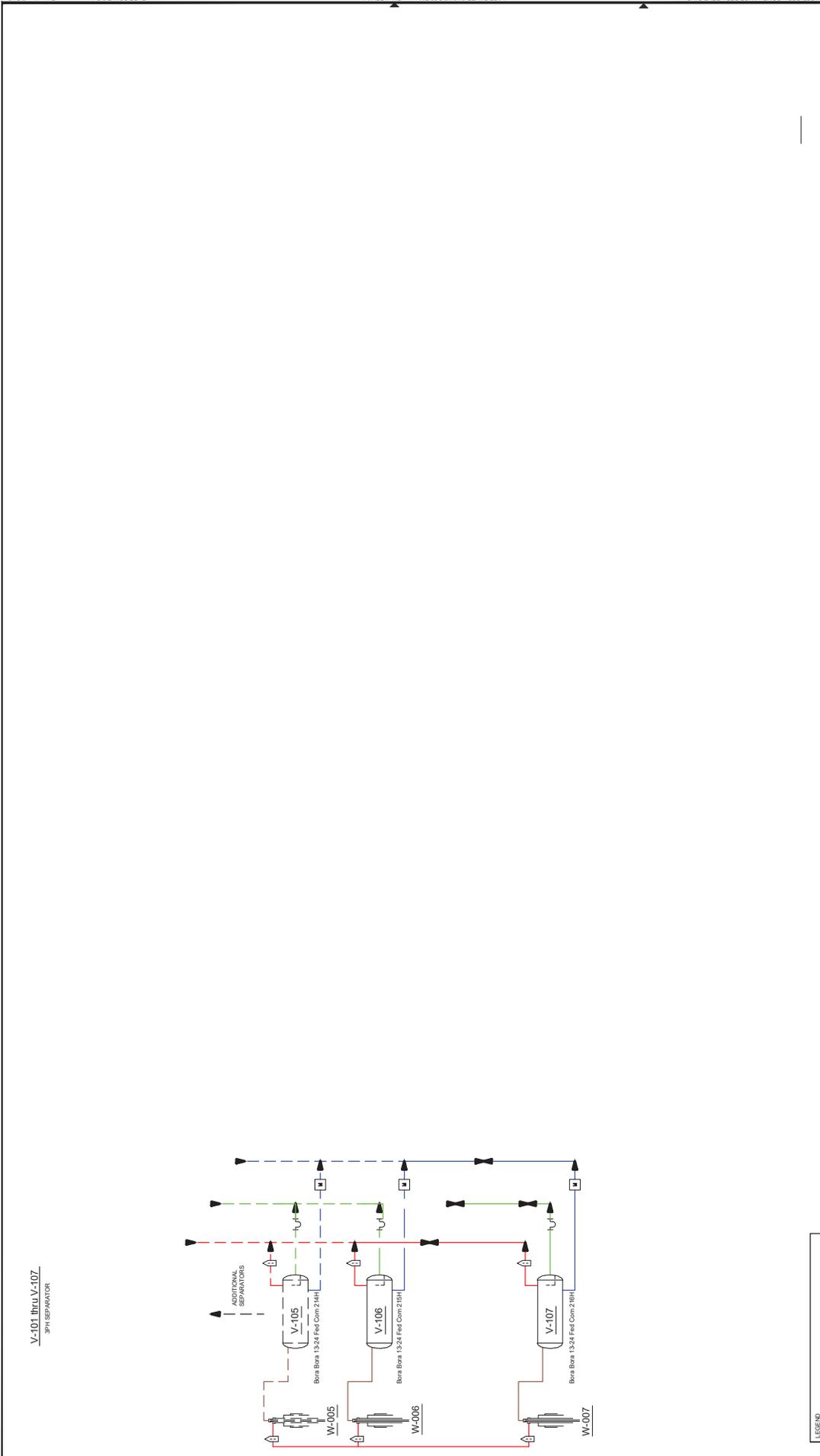
Signed: _____ Date: 7/23/2020

Printed Name: Jenny Harms
 Title: Regulatory Compliance Specialist

Economic Combined Production			
BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
2160.0	44.4	13066.0	1646.5

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective.

120190880 STANDARD DESIGN P&ID FOR DBBU COMPLIANCE PFD - REV B DWG
LAST SAVE: 3/13/19 2:23 PM BY: LEONAJ
Pinned: 2/5/19 PLOT SCALE: 0.5:1

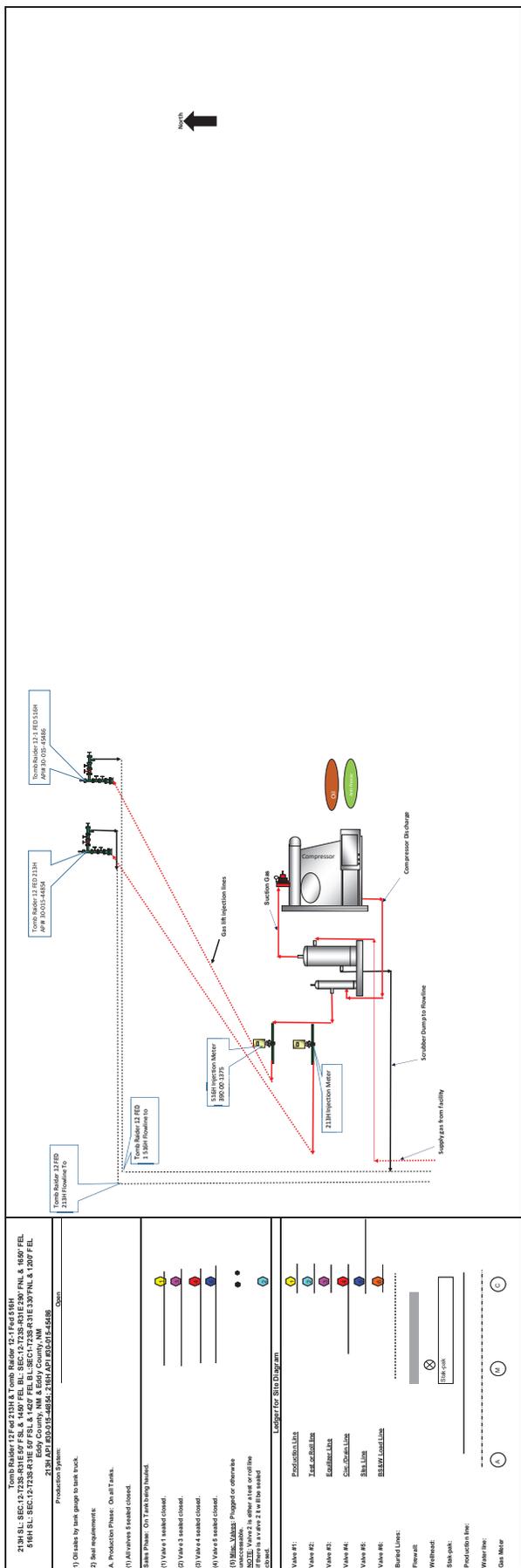


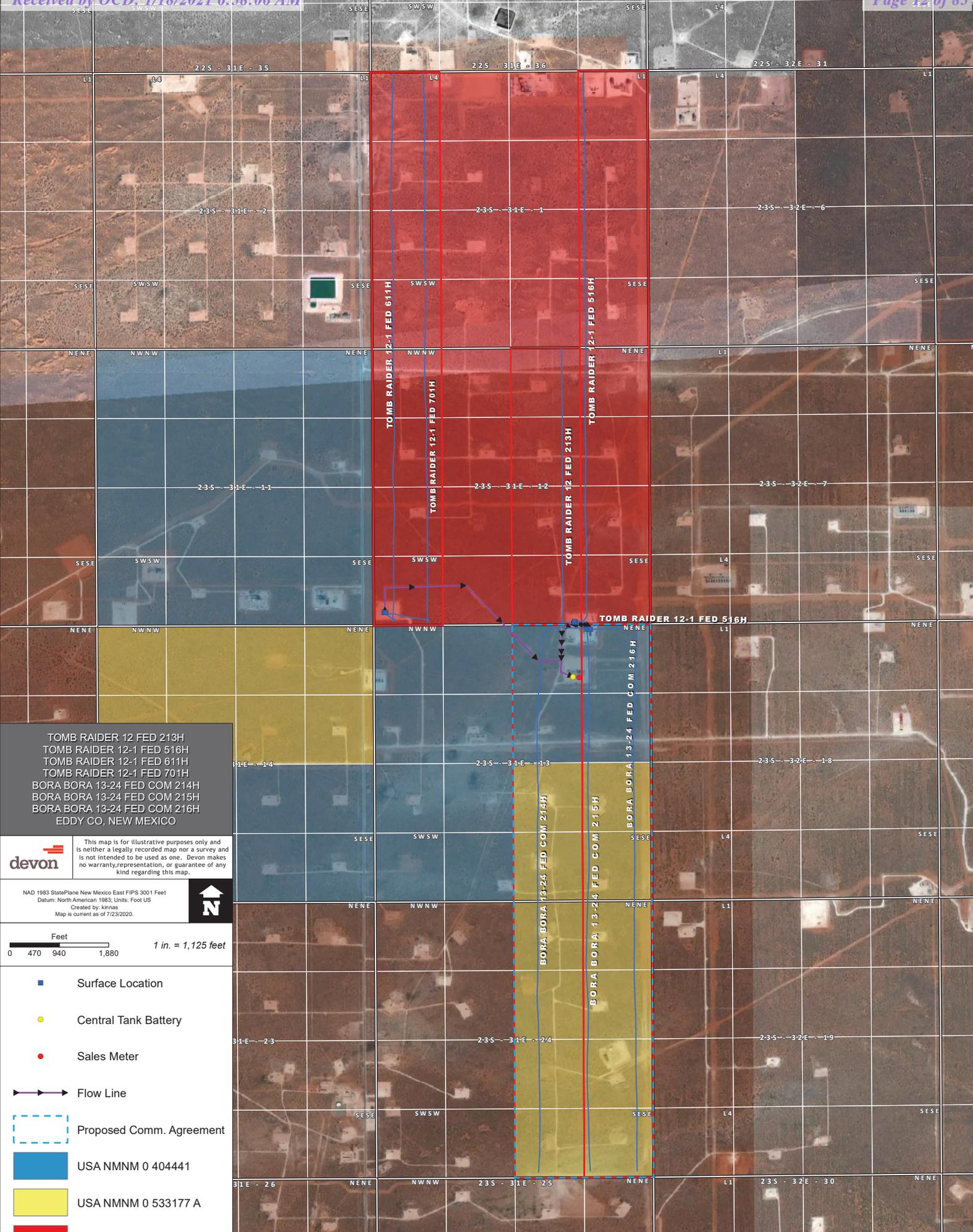
DRAWING STATUS		DATE	DATE
ISSUED FOR	BY	ENGINEERED BY	DATE
REV		APPROVED BY	DATE
CUSTOMER			
CONFIDENTIAL			
<small>This drawing is the property of Devon Energy. It is not to be reproduced, stored in a retrieval system, or used in any way without the written consent of Devon Energy.</small>			
PROJECT No.:	000		
DRAWING No.:	110-01		



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

DBBU STANDARD P&ID'S
COMPLIANCE PFD





TOMB RAIDER 12 FED 213H
 TOMB RAIDER 12-1 FED 516H
 TOMB RAIDER 12-1 FED 611H
 TOMB RAIDER 12-1 FED 701H
 BORA BORA 13-24 FED COM 214H
 BORA BORA 13-24 FED COM 215H
 BORA BORA 13-24 FED COM 216H
 EDDY CO, NEW MEXICO


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

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet
 Datum: North American 1983; Units: Foot US
 Created by: khmas
 Map is current as of 7/23/2020.



-  Surface Location
-  Central Tank Battery
-  Sales Meter
-  Flow Line
-  Proposed Comm. Agreement
-  USA NMNM 0 404441
-  USA NMNM 0 533177 A

RECEIVED

JAN 22 2020

Form C-102

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

Revised August 1, 2011
Submit to appropriate District Office

AMENDED REPORT
as-drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-44854		² Pool Code 39350		³ Pool Name Livingston Ridge, Bone Spring					
⁴ Property Code 32158		⁵ Property Name TOMB RAIDER 12 FED		⁶ Well Number 213H					
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3504.0					
¹⁰ Surface Location									
UL or lot no. O	Section 12	Township 23 S	Range 31 E	Lot Idn	Feet from the 50	North/South line SOUTH	Feet from the 1450	East/West line EAST	County EDDY
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. B	Section 12	Township 23 S	Range 31 E	Lot Idn	Feet from the 21	North/South line NORTH	Feet from the 1669	East/West line EAST	County EDDY
¹² Dedicated Acres 160		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.

<p>N89°42'20"E 2634.57 FT</p> <p>NW CORNER SEC. 12 LAT. = 32.3262057°N LONG. = 103.7400123°W NMSP EAST (FT) N = 482913.26 E = 724607.20</p> <p>AS-DRILLED LAST TAKE POINT 168' PNL, 1669' FEL LAT. = 32.3257394°N LONG. = 103.7283565°W NMSP EAST (FT) N = 482763.72 E = 728208.54</p> <p>W/4 CORNER SEC. 12 LAT. = 32.3189531°N LONG. = 103.7400200°W NMSP EAST (FT) N = 480274.75 E = 724619.44</p> <p>AS-DRILLED KOP 43' FSL, 1710' FEL LAT. = 32.3118146°N LONG. = 103.7284925°W NMSP EAST (FT) N = 477697.72 E = 728195.14</p> <p>SW CORNER SEC. 12 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57</p>		<p>N89°41'07"E 2635.44 FT</p> <p>N/4 CORNER SEC. 12 LAT. = 32.3262026°N LONG. = 103.7314852°W NMSP EAST (FT) N = 482926.80 E = 727241.16</p> <p>AS-DRILLED BOTTOM OF HOLE LAT. = 32.3261432°N LONG. = 103.7283580°W NMSP EAST (FT) N = 482910.63 E = 728207.28</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD88.</p> <p>TOMB RAIDER 12 FED 213H ELEV. = 3504.0' LAT. = 32.3118337°N (NAD83) LONG. = 103.7276518°W NMSP EAST (FT) N = 477706.15 E = 728454.84</p> <p>S/4 CORNER SEC. 12 LAT. = 32.3116989°N LONG. = 103.7314958°W NMSP EAST (FT) N = 477650.42 E = 727267.52</p>		<p>1669'</p> <p>BHL LTP</p> <p>NE CORNER SEC. 12 LAT. = 32.3262014°N LONG. = 103.7229554°W NMSP EAST (FT) N = 482941.27 E = 729875.98</p> <p>E/4 CORNER SEC. 12 LAT. = 32.3189486°N LONG. = 103.7229585°W NMSP EAST (FT) N = 480302.72 E = 729890.06</p> <p>SE CORNER SEC. 12 LAT. = 32.3116930°N LONG. = 103.7229595°W NMSP EAST (FT) N = 477663.17 E = 729904.77</p>		<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jenny Harms</i> 9-11-2019 Signature Date</p> <p>Jenny Harms Printed Name</p> <p>Jenny.harms@dvn.com E-mail Address</p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>AUGUST 21, 2019 Date of Survey</p> <p><i>MON F. JARAMILLO</i> Signature and Seal of the Professional Surveyor</p> <p>Certificate Number 12799 MON F. JARAMILLO, L.S. 5239B</p>
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Intent As Drilled

API # 30-015-44854		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: TOMB RAIDER 12 FED	Well Number 213H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	12	23S	31E		43	SOUTH	1710	EAST	EDDY
Latitude 32.3118146					Longitude 103.7284925			NAD 83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	12	23S	31E		373	SOUTH	1669	EAST	EDDY
Latitude 32.3127232					Longitude 103.7283593			NAD 83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	12	23S	31E		168	NORTH	1669	EAST	EDDY
Latitude 32.3257394					Longitude 103.7283565			NAD 83	

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

Is this well an infill well? no

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
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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
Santa Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45486		² Pool Code 39350		³ Pool Name Livingston Ridge; Bone Spring	
⁴ Property Code 322807		⁵ Property Name TOMB RAIDER 12-1 FED			⁶ Well Number 516H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3502.3

¹⁰ Surface Location

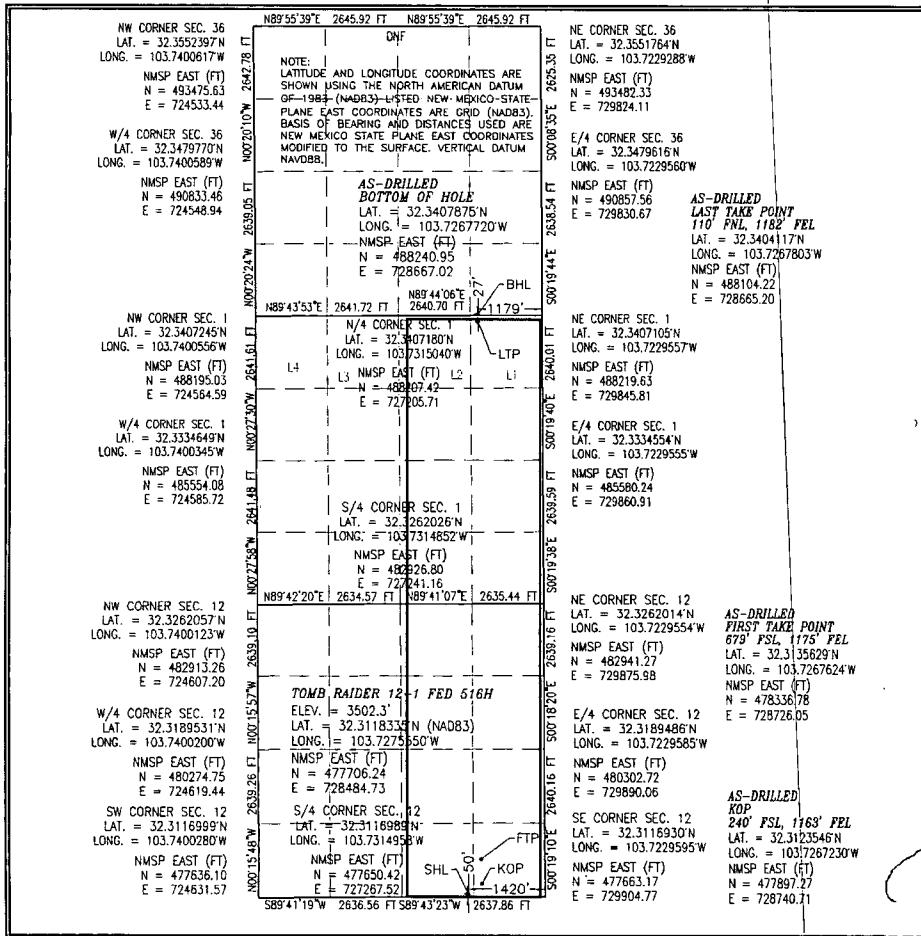
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	12	23 S	31 E		50	SOUTH	1420	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	22 S	31 E		27	SOUTH	1179	EAST	EDDY

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



OPERATOR CERTIFICATION

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

Jenny Harms 9-11-2019
Signature Date

Jenny Harms
Printed Name
Jenny.harms@dvn.com
E-mail Address

SURVEYOR CERTIFICATION

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

AUGUST 21, 2019
Date of Survey

William F. Jaramillo
Signature and Title of Professional Surveyor

Certificate Number: 12799
Professional Engineer License No. 216A

RUP 3-12-20

RECEIVED

FEB 03 2020

EMNRD-OCD ARTESIA

Intent As Drilled X

API # 30-015-45480		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: TOMB RAIDER 12-1 FED	Well Number 516H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	12	23S	31E		240	SOUTH	1163	EAST	EDDY
Latitude					Longitude			NAD	
32.3123546					103.7267230			83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
P	12	23S	31E		679	SOUTH	1175	EAST	EDDY
Latitude					Longitude			NAD	
32.3135629					103.7267624			83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	1	23S	31E	1	110	NORTH	1182	EAST	EDDY
Latitude					Longitude			NAD	
32.3404117					103.7267803			83	

Is this well the defining well for the Horizontal Spacing Unit? no

Is this well an infill well? yes

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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Santa Fe, NM 87505

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46095		² Pool Code 98123		³ Pool Name WC-015 G-08 S233102C;WOLFCAMP	
⁴ Property Code 322867		⁵ Property Name TOMB RAIDER 12-1 FED		⁶ Well Number 611H	
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3488.3	

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	12	23 S	31 E		250	SOUTH	200	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	1	23 S	31 E		24	NORTH	447	WEST	EDDY

¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

The diagram shows a survey plat for Section 12, Township 23S, Range 31E. It includes a well location (WOLFCAMP) and a bottom hole location (TOMB RAIDER 12-1 FED). The plat shows various survey points, bearings, and distances, including corner points and take-off points. The well location is marked with a 'KOP' (Key Point) and a 'SURFACE LOCATION'.

¹⁷ OPERATOR CERTIFICATION

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

Jenny Harms 3-2-2020
Signature Date

JENNY HARMS
Printed Name

JENNY.HARMS@DVN.COM
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

FEBRUARY 26, 2020
Date of Survey

William P. Jaramillo
Signature and Seal of Professional Surveyor

Certificate Number: JARAMILLO-PHS 12799
Surveyor License No. 6672

RW 3-24-20

Intent As Drilled

API #
30-015-46095

Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TOMB RAIDER 12-1 FED	Well Number 611H
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Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	12	23S	31E		73	SOUTH	369	WEST	EDDY
Latitude 32.3119005					Longitude 103.7388335			NAD 83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	12	23S	31E		572	SOUTH	388	WEST	EDDY
Latitude 32.3132713					Longitude 103.7387717			NAD 83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	1	23S	31E	4	159	NORTH	437	WEST	EDDY
Latitude 32.3402858					Longitude 103.7386406			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? no

Is this well an infill well? yes

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

API #

Operator Name:	Property Name:	Well Number

KZ 06/29/2018

Intent As Drilled

API # 30-015-46096		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TOMB RAIDER 12-1 FED	Well Number 701H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	12	23S	31E		51	SOUTH	1037	WEST	EDDY
Latitude 32.3118392					Longitude 103.7366705				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	12	23S	31E		366	SOUTH	1024	WEST	EDDY
Latitude 32.3127054					Longitude 103.7367130				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	1	23S	31E	4	161	NORTH	1018	WEST	EDDY
Latitude 32.3402798					Longitude 103.7367595				NAD 83

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

Is this well an infill well?

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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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

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Revised August 1, 2011
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District Office

JUN 14 2019

DISTRICT II-ARTESIA O.C.D.

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46117		² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE/BONESPRING
⁴ Property Code 321158 325761	⁵ Property Name BORA BORA 13-24 FED COM		⁶ Well Number 215H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3507.0

¹⁰ Surface Location

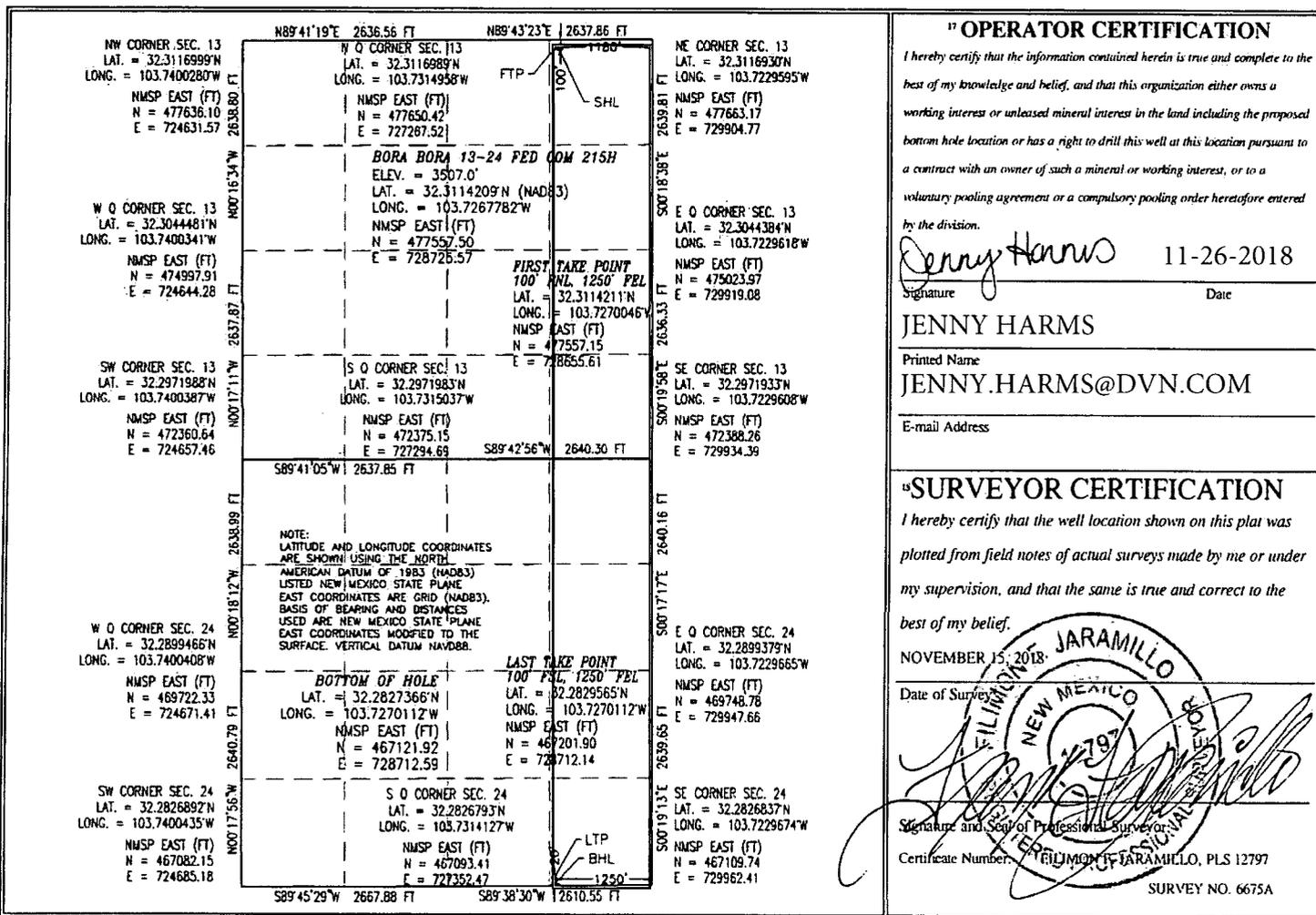
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	13	23 S	31 E		100	NORTH	1180	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	24	23 S	31 E		20	SOUTH	1250	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



RWP 6-24-19

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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

JUN 14 2019

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46118	² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE/BONE SPRING
⁴ Property Code 39350 325761	⁵ Property Name BORA BORA 13-24 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 216H
		⁹ Elevation 3507.1

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
A	13	23 S	31 E		100	NORTH	1150	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	24	23 S	31 E		20	SOUTH	330	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>NW CORNER SEC. 13 LAT. = 32.3116999°N LONG. = 103.7400280°W NMSP EAST (FT) N = 477636.10 E = 724631.57</p> <p>W O CORNER SEC. 13 LAT. = 32.3044481°N LONG. = 103.7400341°W NMSP EAST (FT) N = 474997.91 E = 724644.28</p> <p>SW CORNER SEC. 13 LAT. = 32.2971988°N LONG. = 103.7400387°W NMSP EAST (FT) N = 472360.64 E = 724657.46</p> <p>W O CORNER SEC. 24 LAT. = 32.2899466°N LONG. = 103.7400408°W NMSP EAST (FT) N = 469722.33 E = 724671.41</p> <p>SW CORNER SEC. 24 LAT. = 32.2826892°N LONG. = 103.7400435°W NMSP EAST (FT) N = 467082.15 E = 724685.18</p>	<p>N 89°41'19"E 2636.56 FT</p> <p>N 89°43'23"E 2637.86 FT</p> <p>N O CORNER SEC. 13 LAT. = 32.3116989°N LONG. = 103.7314958°W NMSP EAST (FT) N = 477650.42 E = 727267.52</p> <p>BORA BORA 13-24 FED COM 216H ELEV. = 3507.1' LAT. = 32.3114206°N (NAD83) LONG. = 103.7266810°W NMSP EAST (FT) N = 477557.55 E = 728755.59</p> <p>S O CORNER SEC. 13 LAT. = 32.2971983°N LONG. = 103.7315037°W NMSP EAST (FT) N = 472375.15 E = 727294.69</p> <p>S O CORNER SEC. 13 LAT. = 32.2971933°N LONG. = 103.7229608°W NMSP EAST (FT) N = 472388.26 E = 729934.39</p> <p>S 89°41'05"W 2637.85 FT</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE. EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD83.</p> <p>W O CORNER SEC. 24 LAT. = 32.2827381°N LONG. = 103.7240349°W NMSP EAST (FT) N = 467127.67 E = 729632.57</p> <p>S O CORNER SEC. 24 LAT. = 32.2826793°N LONG. = 103.7314127°W NMSP EAST (FT) N = 467093.41 E = 727352.47</p> <p>589°45'29"W 2667.88 FT</p> <p>589°38'30"W 2610.55 FT</p>	<p>NE CORNER SEC. 13 LAT. = 32.3116930°N LONG. = 103.7229595°W NMSP EAST (FT) N = 477663.17 E = 729904.77</p> <p>E O CORNER SEC. 13 LAT. = 32.3044384°N LONG. = 103.7229618°W NMSP EAST (FT) N = 475023.97 E = 729919.08</p> <p>SE CORNER SEC. 13 LAT. = 32.2971933°N LONG. = 103.7229608°W NMSP EAST (FT) N = 472388.26 E = 729934.39</p> <p>E O CORNER SEC. 24 LAT. = 32.2899379°N LONG. = 103.7229665°W NMSP EAST (FT) N = 469748.78 E = 729947.66</p> <p>SE CORNER SEC. 24 LAT. = 32.2826837°N LONG. = 103.7229674°W NMSP EAST (FT) N = 467109.74 E = 729962.41</p>	<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jenny Harms</i> 11-26-2018 Signature Date</p> <p>JENNY HARMS Printed Name</p> <p>JENNY.HARMS@DVN.COM E-mail Address</p> <p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 15, 2018 Date of Survey</p> <p><i>William F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: WILLIAM F. JARAMILLO, PLS 12797 SURVEY NO. 6676A</p>
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RUP 6-24-19

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ARTESIA DISTRICT
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OCT 15 2019
RECEIVED AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46387	² Pool Code 39350	³ Pool Name Livingston Ridge/Bone Spring
⁴ Property Code 32158 32576	⁵ Property Name BORA BORA 13-24 FED.COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 214H ⁹ Elevation 3506.7

¹⁰ Surface Location

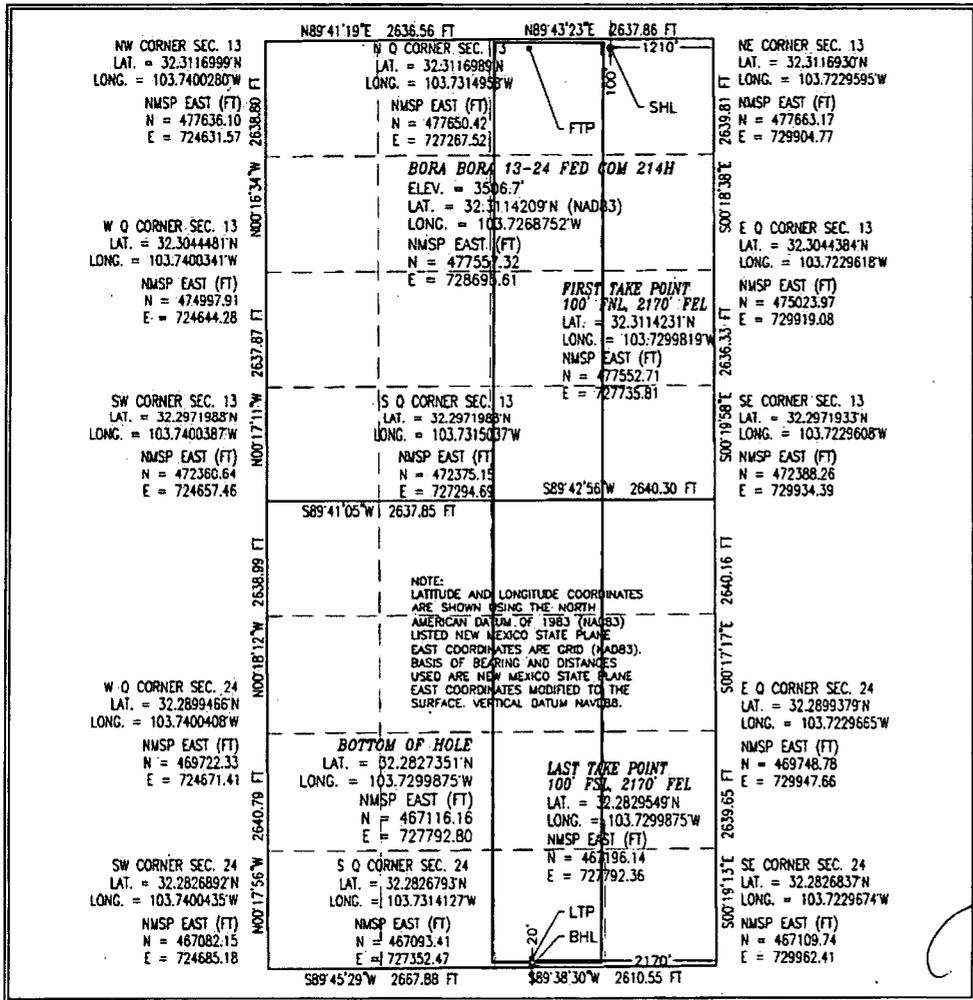
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	13	23 S	31 E		100	NORTH	1210	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	24	23 S	31 E		20	SOUTH	2170	EAST	EDDY

¹² Dedicated Acres (320) & 40 changed to 105	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



¹⁶ OPERATOR CERTIFICATION

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

Jenny Harms
Signature
11-26-2018
Date

Jenny Harms
Printed Name
Jenny.harms@dvn.com
E-mail Address

¹⁷ SURVEYOR CERTIFICATION

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

NOVEMBER 15 2018 F. JARAMILLO
Date of Survey

F. JARAMILLO
Signature and Seal of Professional Surveyor
Certificate Number FJ10001 E. JARAMILLO, PLS 12797
SURVEY NO. 6674A

Operator Name: DEVON ENERGY PRODUCTION COMPANY LP

Well Name: BORA BORA 13-24 FED COM

Well Number: 214H

	NS-Foot	NS Indicator	EW-Foot	EW Indicator	Twsp	Range	Section	Aliquot/Lot/Tract	Latitude	Longitude	County	State	Meridian	Lease Type	Lease Number	Elevation	MD	TVD
EXIT Leg #1	100	FSL	2170	FEL	23S	31E	24	Aliquot SWSE	32.2829549	-103.7299875	EDD Y	NEW MEXI CO	NEW MEXI CO	F	NMNM 0533177A	-6724	20500	10230
BHL Leg #1	20	FSL	2170	FEL	23S	31E	24	Aliquot SWSE	32.2827351	-103.7299875	EDD Y	NEW MEXI CO	NEW MEXI CO	F	NMNM 0533177A	-6724	20582	10230

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of January, 2020 by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M
E/2 of Section 13 and Section 24, Eddy County, New Mexico

Containing **640.00** 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 Company, L.P., 333 W Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal 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 January 1, 2020, 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

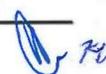
hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 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

By: Catherine Leback
Operator/Vice President 

1/10/2020
Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 10TH day of January, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/21/23
My Commission Expires



Lisa Othon
Notary Public

EXHIBIT "A"

To Communitization Agreement dated January 1, 2020, embracing the following described land in the E/2 of Section 13 and 24, Township 23 South, Range 31 East, Eddy County, New Mexico.

Bora Bora 13-24 Fed Com 214H (Infill Well)
SHL: 100' FNL, 1,210' FEL, Sec 13-23S-31E
BHL: 20' FSL, 2,170' FEL, Sec 24-23S-31E

Bora Bora 13-24 Fed Com 215H (Defining Well)
SHL: 100' FNL, 1,180' FEL, Sec 13-23S-31E
BHL: 20' FSL, 1,250' FEL, Sec 24-23S-31E

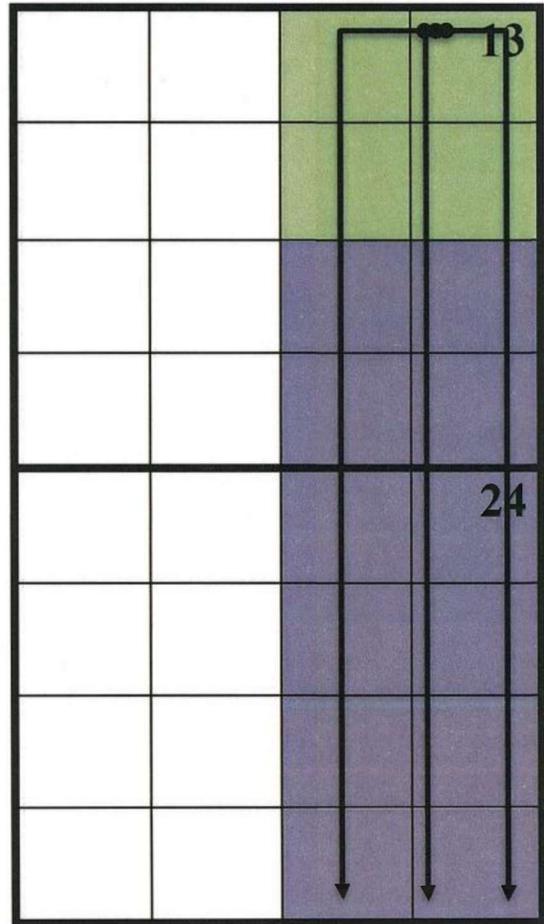
Bora Bora 13-24 Fed Com 216H (Infill Well)
SHL: 100' FNL, 1,150' FEL, Sec 13-23S-31E
BHL: 20' FSL, 330' FEL, Sec 24-23S-31E



Tract 1
NMNM 533177A
480.00 acres



Tract 2
NMNM 404441
160.00 acres



214H 215H 216H

EXHIBIT "B"

To Communitization Agreement dated January 1, 2020, embracing the following described land in the E/2 of Section 13 and 24, Township 23 South, Range 31 East, Eddy County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 533177A
Description of Land Committed:	SE/4 of Section 13 and E/2 of Section 24, Township 23 South, Range 31 East, N.M.P.M Eddy County, New Mexico
Number of Acres:	480.00
Record Title Owner – Lessee: Name of ORRI Owners:	XTO Holdings LLC Lorraine L. Johnson Living Trust Richard Donald Jones, Jr. Baloney Feathers, Ltd Patricia Boyle Young Management Trust Douglas A. Denton JADT Minerals, Ltd Richard C. Gibson Morris E. Schertz Shogoil and Gas Co. II, LLC Cargoil and Gas Co., LLC Pegasus Resources, LLC McMullen Minerals, LLC Momentum Minerals Operating, LP TD Minerals, LLC Innerarity Family Minerals, LLC Joe N. Gifford Lisa Gail Karabatsos Figure 4 Investment Trust Pony Operating, LLC MerPel, LLC Georgia Bass Devon Energy Production Company, L.P. Ronnie Keith Lorenz

Name of Working Interest Owners: Devon Energy Production Company, L.P.
TEK Properties LTD
Joe N Gifford
Northern Bank & Trust, Trustee of the Mary Patricia
Dougherty Trust
Schroeder Family Trust
Estate of Doris Rita Schroeder
Catherine M Grace
Mary Margaret Olson Trust
The Nancy Stallworth Thomas Marital Trust
P A Allman Trust
George M Allman III Trust
Marilyn M Allman Trust
Jill Allman Mancuso Trust
Donald C Allman Trust
George Allman Jr Trust
Mary Elizabeth Schram Trust
Margaret Sue Schroeder Trust
Michelle Allman Grantor Trust
Theresa Allman Smith Grantor Trust

Tract No. 2

Lease Serial Number: USA NMNM 404441

Description of Land Committed: NE/4 of Section 13, Township 23 South, Range 31 East,
N.M.P.M Eddy County, New Mexico

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company, L.P.
Name of ORRI Owners: A.G. Andrikopoulos, Inc.
Morris E. Schertz
Cargoil and Gas Co. LLC
Shogoil and Gas Co. II, LLC
Sydhan, LP
Santa Elena Minerals IV, L.P.
Margaret Adele Summerford
Innerarity Family Minerals, LLC
Pagasus Resources, LLC
McMullen Minerals, LLC
Momentum Minerals Operating, LP
TD Minerals, LLC
Joe Gifford
Lisa Gail Karabatsos
Georgia Bass
Figure 4 Investment Trust
Pony Operating, LLC
MerPel, LLC
Devon Energy Production Company, L.P.

Name of Working Interest Owners: Devon Energy Production Company, L.P.
 TEK Properties LTD
 Joe N Gifford
 Northern Bank & Trust, Trustee of the Mary Patricia
 Dougherty Trust
 Schroeder Family Trust
 Estate of Doris Rita Schroeder
 Catherine M Grace
 Mary Margaret Olson Trust
 The Nancy Stallworth Thomas Marital Trust
 P A Allman Trust
 George M Allman III Trust
 Marilyn M Allman Trust
 Jill Allman Mancuso Trust
 Donald C Allman Trust
 George Allman Jr Trust
 Mary Elizabeth Schram Trust
 Margaret Sue Schroeder Trust
 Michelle Allman Grantor Trust
 Theresa Allman Smith Grantor Trust

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	480.00	75.0000%
Tract No. 2	160.00	25.0000%
Total	640.00	100.0000%

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/23/20
Date

By: [Signature]

Name: TRAVIS WAYNE

Title: Mary Patricia Dougherty Trust

ACKNOWLEDGEMENT

STATE OF TEXAS)

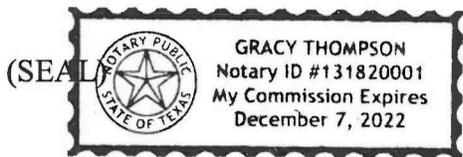
COUNTY OF TRAVIS) ss.

On this 23rd day of JANUARY, 2020, before me, a Notary Public

for the State of TEXAS, personally

appeared TRAVIS WAYNE, known to me to be

the TRUSTEE of the Mary Patricia Dougherty Trust.



My Commission Expires _____

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/18/2020
Date

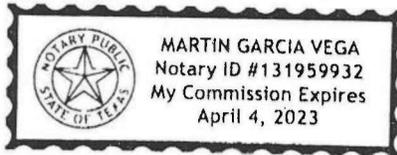
By: [Signature]
Name: Otto E. Schroeder, III
Title: Independent Executor for Doris Rita Schroeder.

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas) ss.

On this 20th day of January, 2020, before me, a Notary Public
for the State of Texas, personally appeared Otto E. Schroeder, III,
Independent Executor for Doris Rita Schroeder.

(SEAL)



04/04/2023
My Commission Expires

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1-21-2020
Date

By: Catherine M Grace

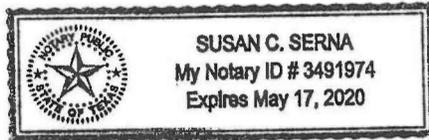
Name: Catherine M Grace

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 21 day of January, 2020, before me, a Notary Public
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5-17-2020
My Commission Expires

Susan C Serna
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1-20-2020
Date

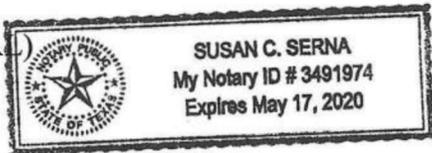
By: *L.M. Olson*
Name: L.M. Olson
Title: Mary Margaret Olson Trust

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 20 day of January, 2020, before me, a Notary Public
for the State of Texas, personally
appeared L.M. Olson, known to me to be
the Trustee of the Mary Margaret Olson Trust.

(SEAL)



5-17-2020
My Commission Expires

Susan Serna
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/7/2020
Date

By: Natalie Z. Davis

Name: Natalie Z. Davis

Title: Nancy Stallworth Thomas Marital Trust
JPMorgan Chase Bank, N.A. Co-Trustee
Natalie Z. Davis, Vice President

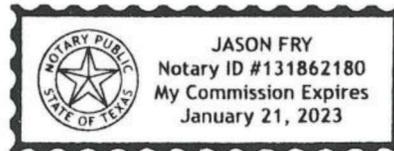
ACKNOWLEDGEMENT

STATE OF [TEXAS])
) ss.
COUNTY OF [DALLAS])

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [Natalie Z. Davis], know to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Natalie Z. Davis for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed in the capacity therein state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of January, 2020.

Jason Fry

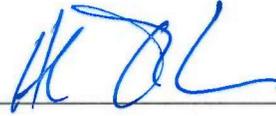


Notary Public in and for the State of [Texas]

My Commission expires : January 21, 2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: PA Allman Trust
JPMorgan Chase Bank, N.A, Agent For Trustee
H.L. Tompkins, Vice President

STATE OF [Texas] §

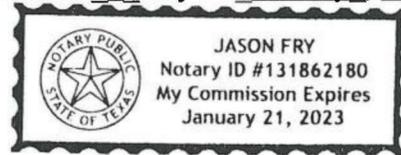
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.



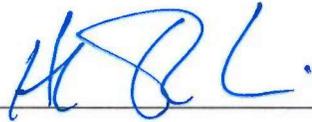


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: George M. Allman III Trust
JPMorgan Chase Bank, N.A, Agent For Trustee
H.L. Tompkins, Vice President

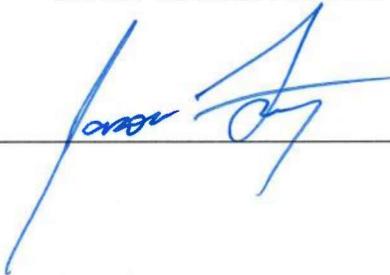
STATE OF [Texas] §

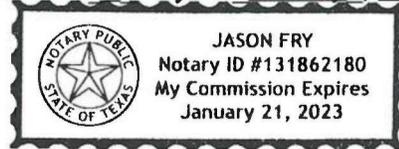
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COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.



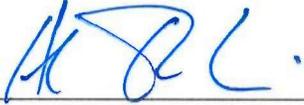


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Marilyn M. Allman Trust
JPMorgan Chase Bank, N.A, Agent For Trustee
H.L. Tompkins, Vice President

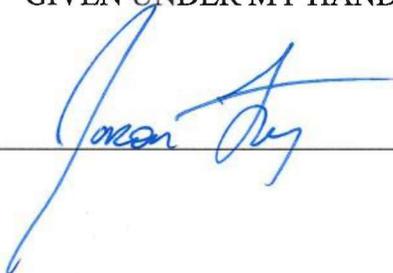
STATE OF [Texas] §

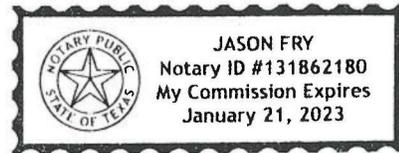
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COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.



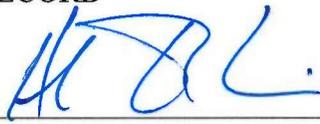


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Jill Allman Mancuso Trust
JPMorgan Chase Bank, N.A, Agent for Trustee
H.L. Tompkins, Vice President

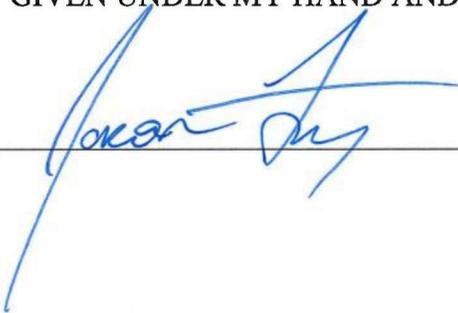
STATE OF [Texas] §

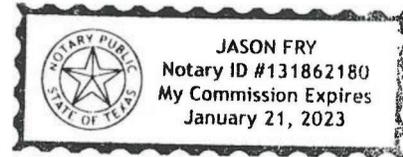
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COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Donald C. Allman Trust
JPMorgan Chase Bank, N.A., Trustee
H.L. Tompkins, Vice President

STATE OF [Texas] §

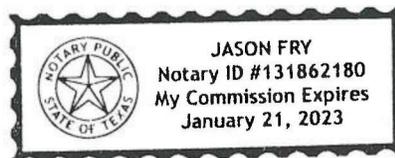
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COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: George Allman Jr. Trust
JPMorgan Chase Bank, N.A, Trustee
H.L. Tompkins, Vice President

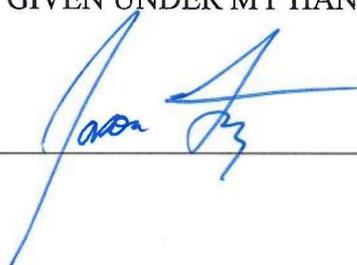
STATE OF [Texas] §

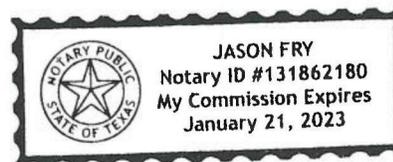
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Mary Elizabeth Schram Trust
JPMorgan Chase Bank, N.A, Trustee
H.L. Tompkins, Vice President

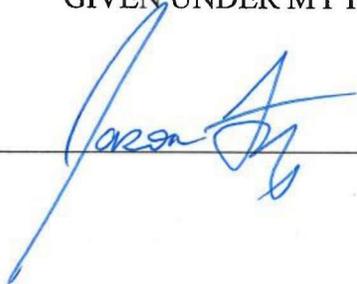
STATE OF [Texas] §

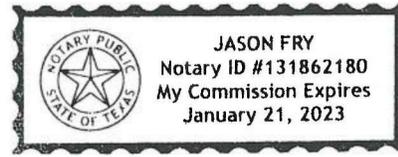
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.



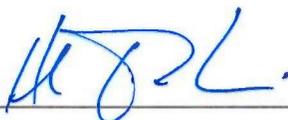


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Margaret Sue Schroeder Trust
JPMorgan Chase Bank, N.A, Trustee
H.L. Tompkins, Vice President

STATE OF [Texas] §

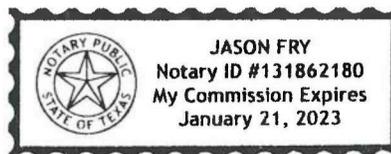
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Michelle Allman Grantor Trust
JPMorgan Chase Bank, N.A, Co-Trustee
H.L. Tompkins, Vice President

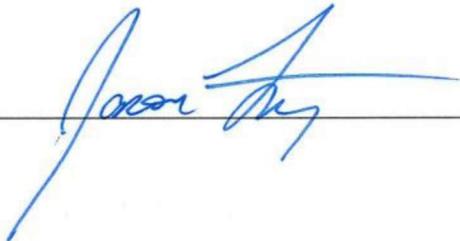
STATE OF [Texas] §

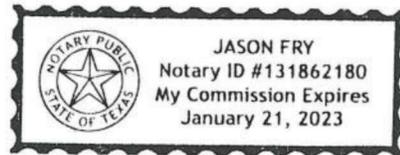
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.



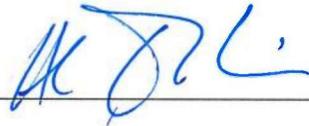


Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

1/8/2020
Date

By: 

Name: H.L. Tompkins

Title: Theresa Allman Smith Grantor Trust
JPMorgan Chase Bank, N.A., Co-Trustee
H.L. Tompkins, Vice President

STATE OF [Texas] §

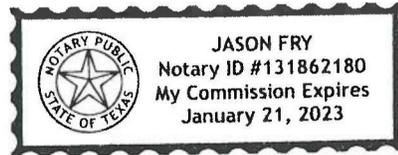
§

COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared [H.L. Tompkins], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said H.L. Tompkins for JPMorgan Chase Bank, N.A., a national banking association and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January, 2020.





Notary Public in and for the State of [Texas]

My Commission expires: 1/21/2023

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of November 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M
E/2 W/2 of Section 13
E/2 W/2 of Section 24
Eddy 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 Company, L.P., 333 W Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, 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 November 1, 2020, 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, Record Title and Working Interest Owner)

Date

By: _____
Catherine Lebsack, Vice President

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20___, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

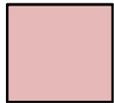
EXHIBIT "A"

Plat of communitized area covering 320.00 acres in E/2 W/2 of Section 13, and E/2 W/2 of Section 24, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

Bora Bora 13-24 Fed Com 213H (API #30-015-47103)

SHL: 250' FSL & 1485' FWL, Sec 12-23S-31E

BHL: 20' FSL & 1850' FWL, Sec 24-23S-31E



Tract 1
160 AC
NMNM 0 404441



Tract 2
160 AC
NMNM 040655

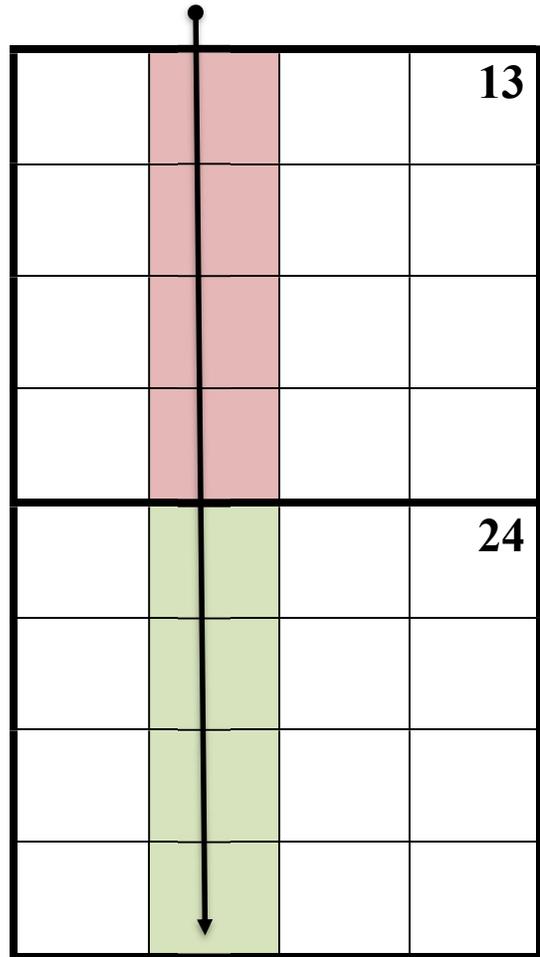


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in W/2 W/2 of Section 13, and W/2 W/2 of Section 24, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTEDTract No. 1

Lease Serial Number: USA NMNM 0 404441

Lease Date: July 1, 1963

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Herbert E Doolittle

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

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 13: Insofar and only insofar as said lease covers E/2 W/2

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 99.0595376%
Joe N. Gifford – 0.1953125%
Mabee Flynt Lease Trust – 0.2117499%
Mary Patricia Dougherty Trust – 0.133300%
TEK Properties, Ltd. – 0.20000%
Nancy Stallworth Thomas Marital Trust – 0.0083095%
Nancy S. Thomas – 0.0083094%
P A Allman Trust – 0.0002186%
George Marti Allman, III Trust – 0.0002186%
Marilyn M. Allman Trust – 0.0002186%
Jill Allman Mancuso Trust – 0.0002186%
Donald C. Allman Trust – 0.0437343%
George Allman, Jr. Trust – 0.0437343%
Mary Elizabeth Schram Trust – 0.0437342%
Margaret Sue Schroeder Trust – 0.0437342%
Michelle Allman Grantor Trust – 0.0013106%

Theresa Allman Smith Grantor Trust – 0.0013105%
 Estate of Alfred F. Schram, Sr. – 0.0004368%
 Schram Family Living Revocable Trust – 0.0004368%
 Estate of Doris Rita Schroeder – 0.0006959%
 Schroeder Family Trust – 0.0006958%
 Catherine Madeline Grace – 0.0013917%
 Estate of Leonard B. Olson – 0.0006958%
 Residuary Trust u/w/o Mary Margaret Olson – 0.0006958%

Name of ORRI Owners: A.G. Andrikopoulos, Inc.
 Morris E. Schertz
 Cargoil and Gas Co, LLC
 Shogoil and Gas Co. II, LLC
 Sydhan, LP
 Santa Elena Minerals IV, LP
 Margaret Adele Summerford
 Innerarity Family Minerals, LLC
 Pegasus Resources, LLC
 McMullen Minerals, LLC
 Momentum Minerals Operating, LP
 TD Minerals, LLC
 Joe N. Gifford
 Lisa Gail Karabatsos
 Georgia Bass
 Figure 4 Investment Trust
 Pony Oil Operating, LLC
 MerPel, LLC
 Devon Energy Production Company, LP

Tract No. 2

Lease Serial Number: USA NMNM 040655
 Lease Date: July 1, 1980
 Lease Term: 10 Years
 Lessor: United States of America
 Original Lessee: Moran Exploration Inc.
 Present Lessee: Devon Energy Production Company, LP
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 24: Insofar and only insofar as said lease covers E/2
 W/2

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.000000%
2	160.00	50.000000%
Total	960.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of November 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M
W/2 W/2 of Section 13
W/2 W/2 of Section 24
Eddy 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 Company, L.P., 333 W Sheridan Avenue, Oklahoma City, OK 73102. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, 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 November 1, 2020, 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, Record Title and Working Interest Owner)

Date

By: _____
Catherine Lebsack, Vice President

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20___, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

 My Commission Expires

 Notary Public

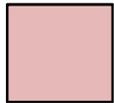
EXHIBIT "A"

Plat of communitized area covering 320.00 acres in W/2 W/2 of Section 13, and W/2 W/2 of Section 24, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

Bora Bora 13-24 Fed Com 212H (API #30-015-47101)

SHL: 250' FSL & 1455' FWL, Sec 12-23S-31E

BHL: 20' FSL & 660' FWL, Sec 24-23S-31E



Tract 1
160 AC
NMNM 0 404441



Tract 2
160 AC
NMNM 040655

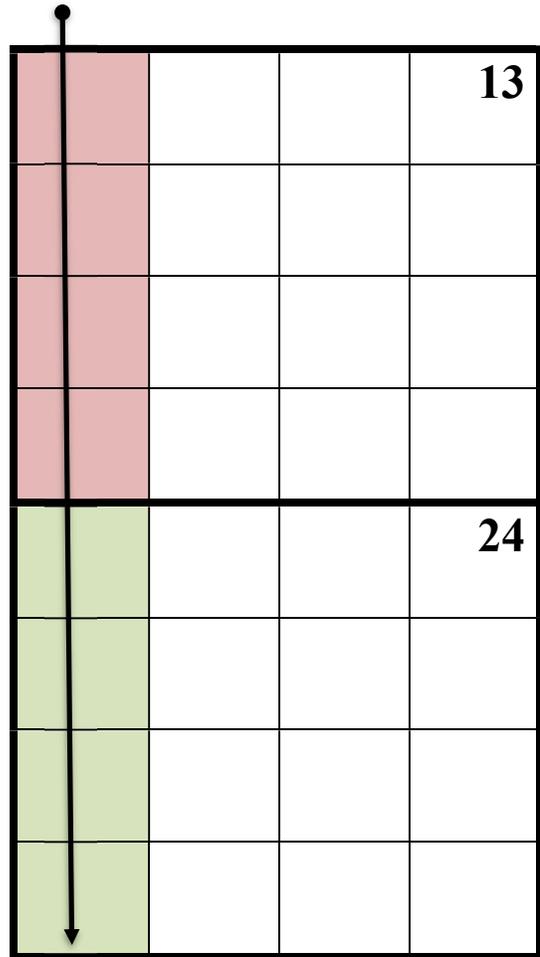


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2020, embracing the following described land in W/2 W/2 of Section 13, and W/2 W/2 of Section 24, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

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

DESCRIPTION OF LEASES COMMITTEDTract No. 1

Lease Serial Number: USA NMNM 0 404441

Lease Date: July 1, 1963

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Herbert E Doolittle

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

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
Section 13: Insofar and only insofar as said lease covers W/2 W/2

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 99.0595376%
Joe N. Gifford – 0.1953125%
Mabee Flynt Lease Trust – 0.2117499%
Mary Patricia Dougherty Trust – 0.133300%
TEK Properties, Ltd. – 0.20000%
Nancy Stallworth Thomas Marital Trust – 0.0083095%
Nancy S. Thomas – 0.0083094%
P A Allman Trust – 0.0002186%
George Marti Allman, III Trust – 0.0002186%
Marilyn M. Allman Trust – 0.0002186%
Jill Allman Mancuso Trust – 0.0002186%
Donald C. Allman Trust – 0.0437343%
George Allman, Jr. Trust – 0.0437343%
Mary Elizabeth Schram Trust – 0.0437342%
Margaret Sue Schroeder Trust – 0.0437342%
Michelle Allman Grantor Trust – 0.0013106%

Theresa Allman Smith Grantor Trust – 0.0013105%
 Estate of Alfred F. Schram, Sr. – 0.0004368%
 Schram Family Living Revocable Trust – 0.0004368%
 Estate of Doris Rita Schroeder – 0.0006959%
 Schroeder Family Trust – 0.0006958%
 Catherine Madeline Grace – 0.0013917%
 Estate of Leonard B. Olson – 0.0006958%
 Residuary Trust u/w/o Mary Margaret Olson – 0.0006958%

Name of ORRI Owners: A.G. Andrikopoulos, Inc.
 Morris E. Schertz
 Cargoil and Gas Co, LLC
 Shogoil and Gas Co. II, LLC
 Sydhan, LP
 Santa Elena Minerals IV, LP
 Margaret Adele Summerford
 Innerarity Family Minerals, LLC
 Pegasus Resources, LLC
 McMullen Minerals, LLC
 Momentum Minerals Operating, LP
 TD Minerals, LLC
 Joe N. Gifford
 Lisa Gail Karabatsos
 Georgia Bass
 Figure 4 Investment Trust
 Pony Oil Operating, LLC
 MerPel, LLC
 Devon Energy Production Company, LP

Tract No. 2

Lease Serial Number: USA NMNM 040655
 Lease Date: July 1, 1980
 Lease Term: 10 Years
 Lessor: United States of America
 Original Lessee: Moran Exploration Inc.
 Present Lessee: Devon Energy Production Company, LP
 Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.
 Section 24: Insofar and only insofar as said lease covers W/2
 W/2

Number of Acres: 160.00 acres

Name and Percent of WI Owners: Devon Energy Production Company, LP – 100.00%

Name of ORRI Owners: None

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.000000%
2	160.00	50.000000%
Total	960.00	100.0000%



Devon Energy Production Company
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102

January 6, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Interest Owners

Re: Central Tank Battery TOMB RAIDER 12-1 CTB 1 - Upgrade
Sec., T, R: NWNE, S13, T23S, 31E
Lease: NMNM22080, NMNM0404441, NMNM0533177A
Pool: [39350] LIVINGSTON RIDGE; BONE SPRING & [98123] WC-015 G-08
S233102C; WOLFCAMP
County: Eddy Co., New Mexico

To whom it may concern:

This is to advise you 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 below mentioned wells.

Well Name	SHL Location	API
TOMB RAIDER 12 FED 213H	12-23S-31E	3001544854
TOMB RAIDER 12-1 FED 516H	12-23S-31E	3001545486
TOMB RAIDER 12-1 FED 611H	12-23S-31E	3001546095
TOMB RAIDER 12-1 FED 701H	12-23S-31E	3001546096
BORA BORA 13-24 FED COM 214H	A-13-23S-31E	3001546387
BORA BORA 13-24 FED COM 215H	A-13-23S-31E	3001546117
BORA BORA 13-24 FED COM 216H	A-13-23S-31E	3001546118

A copy of our application submitted to the Division 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 the undersigned at (405) 552-6560 should you have any questions or need anything further.

Sincerely,

Jenny Harms

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

Enclosure

Devon - General

NAME	CERTIFIED MAILING NO.
RICHARD C GIBSON	9414 8149 0152 7181 9014 90
JOE N GIFFORD	9414 8149 0152 7181 9015 06
DOUGLAS ABELL DENTON	9414 8149 0152 7181 9015 13
MARY PATRICIA DOUGHERTY TRUST NORTHERN BANK TRUST OF TX %THE NOR	9414 8149 0152 7181 9015 20
TEK PROPERTIES LTD % THOMAS E KELLY	9414 8149 0152 7181 9015 37
A G ANDRIKOPOULOS RESOURCE INC	9414 8149 0152 7181 9015 44
MARY MARGARET OLSON TRUST LEONARD M OLSON & JOHN B OLSON & KATH	9414 8149 0152 7181 9015 51
RICHARD DONALD JONES JR	9414 8149 0152 7181 9015 68
CHARLES R WIGGINS	9414 8149 0152 7181 9015 75
GEORGIA B BASS	9414 8149 0152 7181 9015 82
MORRIS E SCHERTZ & WIFE HOLLY K SCHERTZ	9414 8149 0152 7181 9015 99
SHOGOIL & GAS CO II LLC CAROLYN L SHOGRIN MEMBER MANAGER & TRUSTEE	9414 8149 0152 7181 9016 05
CARGOIL & GAS CO LLC CAROLYN L SHOGRIN REV TR SNGLE MEMBER C L SHOG	9414 8149 0152 7181 9016 12
JADT MINERALS LTD	9414 8149 0152 7181 9016 29
HALBERT ROYALTIES LTD	9414 8149 0152 7181 9016 36
MARGARET A SUMMERFORD ROGERS SCOTT SUMMERFORD OR DAVID ROGER	9414 8149 0152 7181 9016 43
BALONEY FEATHERS LTD BY ELK MOUNTAIN HOLDINGS LLC GEN PTNR	9414 8149 0152 7181 9016 50
FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181 9016 67
PATRICIA B YOUNG MGMT TR 1ST NTL BK & TR CO OF OKMULGEE OKLAHOMA	9414 8149 0152 7181 9016 74
RUSSELL ROYALTY COMPANY	9414 8149 0152 7181 9016 81
ONRR ROYALTY MANAGEMENT PROGRAM	9414 8149 0152 7181 9016 98
LORRAINE L JOHNSON FAMILY TRUST FARMERS NATIONAL CO AGENT GEORGIA	9414 8149 0152 7181 9017 04
SYDHAN LP	9414 8149 0152 7181 9017 11
CDA FAMILY PARTNERSHIP LTD	9414 8149 0152 7181 9017 28
CROW REYNOLDS LTD	9414 8149 0152 7181 9017 35
FIVE TALENTS LTD ATTN MARK DOERING	9414 8149 0152 7181 9017 42
NURAY K PACE	9414 8149 0152 7181 9017 59
INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181 9017 66
TD MINERALS LLC	9414 8149 0152 7181 9017 73
NANCY STALLWORTH THOMAS MARITAL TRUST JP MORGAN CHASE BANK NK &	9414 8149 0152 7181 9017 80
P A ALLMAN TRUST PHYLLIS ANNE ALLMAN TTEE % JPMORGAN CHASE BANK N/	9414 8149 0152 7181 9017 97
GEORGE M ALLMAN III TRUST GEORGE MARTIN ALLMAN III TTEE % JPMORGAN	9414 8149 0152 7181 9018 03
MARILYN M ALLMAN TRUST MARILYN MARIE ALLMAN TTEE % JPMORGAN CHA	9414 8149 0152 7181 9018 10
JILL ALLMAN MANCUSO TRUST JILL ALLMAN MANCUSO TTEE % JPMORGAN CH/	9414 8149 0152 7181 9018 27
DONALD C ALLMAN TRUST UA DATED 10-26-68 JPMORGAN CHASE BANK NA TT	9414 8149 0152 7181 9018 34
GEORGE ALLMAN JR TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE	9414 8149 0152 7181 9018 41
MARY ELIZABETH SCHRAM TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK N	9414 8149 0152 7181 9018 58
MARGARET SUE SCHROEDER TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK	9414 8149 0152 7181 9018 65
MICHELLE ALLMAN GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHASE BAN	9414 8149 0152 7181 9018 72
THERESA ALLMAN SMITH GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHAS	9414 8149 0152 7181 9018 89
SANTA ELENA MINERALS IV LP	9414 8149 0152 7181 9018 96
PEGASUS RESOURCES LLC	9414 8149 0152 7181 9019 02
MCMULLEN MINERALS LLC	9414 8149 0152 7181 9019 19
LISA GAIL KARABATSOS	9414 8149 0152 7181 9019 26
PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO	9414 8149 0152 7181 9019 33
MOMENTUM MINERALS OPERATING LP	9414 8149 0152 7181 9019 40

MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OV 9414 8149 0152 7181 9019 57
ESTATE OF DORIS SCHROEDER OTTO SCHROEDER III 9414 8149 0152 7181 9019 64
CATHERINE GRACE REVOCABLE TR DEC 4 SUSAN SERNA CO TTEE STEPHEN GRA(9414 8149 0152 7181 9019 71
OTTO & DORIS SCHROEDER FAMILY TR OTTO E SCHROEDER III TTEE 9414 8149 0152 7181 9019 88

Name	USPS Tracking #	Status
RICHARD C GIBSON	9405 5098 9864 2664 2102 04	Delivered
DOUGLAS ABELL DENTON	9405 5098 9864 2664 2075 18	Delivered
TEK PROPERTIES LTD % THOMAS E KELLY	9405 5098 9864 2664 2031 14	Delivered
MARY MARGARET OLSON TRUST LEONARD M OLSON & JOHN B OLSON & KATHERINE M FROELICH & JOSEPH L OLSON	9405 5098 9864 2046 6534 38	Delivered
CHARLES R WIGGINS	9405 5098 9864 2664 1972 91	Delivered
GEORGIA B BASS	9405 5098 9864 2046 6478 95	Delivered
FIGURE 4 INVESTMENT TRUST	9405 5098 9864 2688 6639 49	Delivered
SYDHAN LP	9405 5098 9864 2046 6404 69	Delivered
INNERARITY FAMILY MINERALS LLC	9405 5098 9864 2046 6380 53	Delivered
TD MINERALS LLC	9405 5098 9864 2046 6347 65	Delivered
SANTA ELENA MINERALS IV LP	9405 5098 9864 2046 6299 76	Delivered
PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO	9405 5098 9864 2046 6268 52	Delivered
MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO AGENTS	9405 5098 9864 2664 1817 33	Delivered

From: [Green, Chelsey](#)
To: [McClure, Dean, EMNRD](#)
Subject: [EXT] RE: [EXTERNAL] surface commingling application PLC-678-A
Date: Monday, May 24, 2021 6:16:11 AM
Attachments: [Tomb Raider 12-1 CTB 1 NMOCD tracking 5.24.21.xlsx](#)

Good morning Dean!

I have attached a spreadsheet with all requested tracking and status information from below. If you need anything further please let me know.

Thank you,

Chelsey Green

Regulatory Compliance Professional

333 W. Sheridan Ave.
 Oklahoma City, OK 73102
 (405) 228-8595

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Tuesday, March 30, 2021 5:35 PM
To: Green, Chelsey <Chelsey.Green@dvn.com>
Subject: [EXTERNAL] surface commingling application PLC-678-A

Ms. Green,

I am reviewing surface commingling application PLC-678-A which involves the Tomb Raider 12-1 CTB 1 operated by Devon Energy Production, LP (6137).

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

	RICHARD C GIBSON	9414 8149 0152 7181 9014 90	Returned
1/14/2021	DOUGLAS ABELL DENTON	9414 8149 0152 7181 9015 13	In-Transit
1/13/2021	TEK PROPERTIES LTD % THOMAS E KELLY	9414 8149 0152 7181 9015 37	In-Transit
	MARY MARGARET OLSON TRUST LEONARD M OLSON & JOHN B OLSON &		
1/13/2021	KATH	9414 8149 0152 7181 9015 51	In-Transit
	CHARLES R WIGGINS	9414 8149 0152 7181 9015 75	Returned
1/16/2021	GEORGIA B BASS	9414 8149 0152 7181 9015 82	Unknown
2/11/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181 9016 67	Returned
1/13/2021	SYDHAN LP	9414 8149 0152 7181 9017 11	In-Transit
	INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181 9017 66	Returned
1/15/2021	TD MINERALS LLC	9414 8149 0152 7181 9017 73	In-Transit
	SANTA ELENA MINERALS IV LP	9414 8149 0152 7181 9018 96	Returned
1/13/2021	PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO	9414 8149 0152 7181 9019 33	In-Transit
1/13/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE	9414 8149 0152 7181 9019 57	In-Transit

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

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State of New Mexico
Energy, Minerals and Natural Resources Department

Notice

Order: PLC-678-A

Operator: Devon Energy Production Company, LP (6137)

Publication Date:

Date Sent:

Noticed Persons

Date	Person	Certified Tracking Number	Status
	RICHARD C GIBSON	9414 8149 0152 7181 9014 90	Returned
1/14/2021	DOUGLAS ABELL DENTON	9414 8149 0152 7181 9015 13	In-Transit
1/13/2021	TEK PROPERTIES LTD % THOMAS E KELLY	9414 8149 0152 7181 9015 37	In-Transit
1/13/2021	MARY MARGARET OLSON TRUST LEONARD M OLSON	9414 8149 0152 7181 9015 51	In-Transit
	CHARLES R WIGGINS	9414 8149 0152 7181 9015 75	Returned
1/16/2021	GEORGIA B BASS	9414 8149 0152 7181 9015 82	Unknown
2/11/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181 9016 67	Returned
1/13/2021	SYDHAN LP	9414 8149 0152 7181 9017 11	In-Transit
	INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181 9017 66	Returned
1/15/2021	TD MINERALS LLC	9414 8149 0152 7181 9017 73	In-Transit
	SANTA ELENA MINERALS IV LP	9414 8149 0152 7181 9018 96	Returned
1/13/2021	PONY OIL OPERATING LLC JOHN PAUL MERRITT C	9414 8149 0152 7181 9019 33	In-Transit
1/13/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT C	9414 8149 0152 7181 9019 57	In-Transit
1/19/2021	JOE N GIFFORD	9414 8149 0152 7181 9015 06	Delivered
1/12/2021	MARY PATRICIA DOUGHERTY TRUST NORTHERN ENERGY	9414 8149 0152 7181 9015 20	Delivered
1/12/2021	A G ANDRIKOPOULOS RESOURCE INC	9414 8149 0152 7181 9015 44	Delivered
1/14/2021	RICHARD DONALD JONES JR	9414 8149 0152 7181 9015 68	Delivered
1/11/2021	MORRIS E SCHERTZ & WIFE HOLLY K SCHERTZ	9414 8149 0152 7181 9015 99	Delivered
1/12/2021	SHOGOIL & GAS CO II LLC CAROLYN L SHOGRIN M	9414 8149 0152 7181 9016 05	Delivered
1/12/2021	CARGOIL & GAS CO LLC CAROLYN L SHOGRIN REV	9414 8149 0152 7181 9016 12	Delivered
1/14/2021	JADT MINERALS LTD	9414 8149 0152 7181 9016 29	Delivered
1/14/2021	HALBERT ROYALTIES LTD	9414 8149 0152 7181 9016 36	Delivered
1/11/2021	MARGARET A SUMMERFORD ROGERS SCOTT SUN	9414 8149 0152 7181 9016 43	Delivered
1/11/2021	BALONEY FEATHERS LTD BY ELK MOUNTAIN HOLDINGS	9414 8149 0152 7181 9016 50	Delivered
1/13/2021	PATRICIA B YOUNG MGMT TR 1ST NTL BK & TR CC	9414 8149 0152 7181 9016 74	Delivered
1/15/2021	RUSSELL ROYALTY COMPANY	9414 8149 0152 7181 9016 81	Delivered
1/12/2021	ONRR ROYALTY MANAGEMENT PROGRAM	9414 8149 0152 7181 9016 98	Delivered
1/11/2021	LORRAINE L JOHNSON FAMILY TRUST FARMERS N	9414 8149 0152 7181 9017 04	Delivered
1/15/2021	CDA FAMILY PARTNERSHIP LTD	9414 8149 0152 7181 9017 28	Delivered
1/11/2021	CROW REYNOLDS LTD	9414 8149 0152 7181 9017 35	Delivered
1/13/2021	FIVE TALENTS LTD ATTN MARK DOERING	9414 8149 0152 7181 9017 42	Delivered
1/12/2021	NURAY K PACE	9414 8149 0152 7181 9017 59	Delivered
1/12/2021	NANCY STALLWORTH THOMAS MARITAL TRUST JILL	9414 8149 0152 7181 9017 80	Delivered
1/12/2021	P A ALLMAN TRUST PHYLLIS ANNE ALLMAN TTEE	9414 8149 0152 7181 9017 97	Delivered
1/12/2021	GEORGE M ALLMAN III TRUST GEORGE MARTIN A	9414 8149 0152 7181 9018 03	Delivered
1/12/2021	MARILYN M ALLMAN TRUST MARILYN MARIE ALL	9414 8149 0152 7181 9018 10	Delivered
1/12/2021	JILL ALLMAN MANCUSO TRUST JILL ALLMAN MAN	9414 8149 0152 7181 9018 27	Delivered

1/12/2021	DONALD C ALLMAN TRUST UA DATED 10-26-68 JP	9414 8149 0152 7181 9018 34	Delivered
1/12/2021	GEORGE ALLMAN JR TRUST UA DTD 10-26-68 JPM	9414 8149 0152 7181 9018 41	Delivered
1/12/2021	MARY ELIZABETH SCHRAM TRUST UA DTD 10-26-68 JPM	9414 8149 0152 7181 9018 58	Delivered
1/12/2021	MARGARET SUE SCHROEDER TRUST UA DTD 10-26-68 JPM	9414 8149 0152 7181 9018 65	Delivered
1/12/2021	MICHELLE ALLMAN GRANTOR TRUST UA DTD 12-31-68 JPM	9414 8149 0152 7181 9018 72	Delivered
1/12/2021	THERESA ALLMAN SMITH GRANTOR TRUST UA DTD 12-31-68 JPM	9414 8149 0152 7181 9018 89	Delivered
1/12/2021	PEGASUS RESOURCES LLC	9414 8149 0152 7181 9019 02	Delivered
1/12/2021	MCMULLEN MINERALS LLC	9414 8149 0152 7181 9019 19	Delivered
1/20/2021	LISA GAIL KARABATSOS	9414 8149 0152 7181 9019 26	Delivered
1/12/2021	MOMENTUM MINERALS OPERATING LP	9414 8149 0152 7181 9019 40	Delivered
1/14/2021	ESTATE OF DORIS SCHROEDER OTTO SCHROEDER	9414 8149 0152 7181 9019 64	Delivered
1/11/2021	CATHERINE GRACE REVOCABLE TR DEC 4 SUSAN S	9414 8149 0152 7181 9019 71	Delivered
1/14/2021	OTTO & DORIS SCHROEDER FAMILY TR OTTO E SC	9414 8149 0152 7181 9019 88	Delivered
Notice sent in late March / early April			
4/3/2021	RICHARD C GIBSON	9405 5098 9864 2664 2102 04	Delivered
4/5/2021	DOUGLAS ABELL DENTON	9405 5098 9864 2664 2075 18	Delivered
4/3/2021	TEK PROPERTIES LTD % THOMAS E KELLY	9405 5098 9864 2664 2031 14	Delivered
4/3/2021	MARY MARGARET OLSON TRUST LEONARD M OLSON	9405 5098 9864 2046 6534 38	Delivered
4/3/2021	CHARLES R WIGGINS	9405 5098 9864 2664 1972 91	Delivered
4/3/2021	GEORGIA B BASS	9405 5098 9864 2046 6478 95	Delivered
5/13/2021	FIGURE 4 INVESTMENT TRUST	9405 5098 9864 2688 6639 49	Delivered
4/3/2021	SYDHAN LP	9405 5098 9864 2046 6404 69	Delivered
4/3/2021	INNERARITY FAMILY MINERALS LLC	9405 5098 9864 2046 6380 53	Delivered
4/3/2021	TD MINERALS LLC	9405 5098 9864 2046 6347 65	Delivered
4/24/2021	SANTA ELENA MINERALS IV LP	9405 5098 9864 2046 6299 76	Delivered
4/3/2021	PONY OIL OPERATING LLC JOHN PAUL MERRITT C	9405 5098 9864 2046 6268 52	Delivered
4/3/2021	MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT C	9405 5098 9864 2664 1817 33	Delivered

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

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

ORDER NO. PLC-678-A

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the leases to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, and 19.15.12 NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
13. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

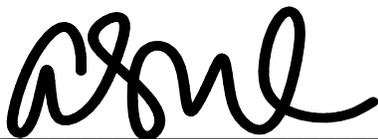
1. Applicant is authorized to surface commingle and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

2. This Order supersedes Order PLC-678.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
4. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
5. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.

6. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified 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.
7. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
8. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
9. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
10. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
11. 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.
12. If a well is not included in Exhibit A but produces from a pool or lease identified 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 and proposed method to determine the allocation of oil and gas production to it.
13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AS/dm

DATE: 5/27/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-678-A

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Tomb Raider 12-1 Central Tank Battery 1

Central Tank Battery Location (NMPM): Unit B, Section 13, Township 23 South, Range 31 East

Gas Custody Transfer Meter Location (NMPM): Unit B, Section 13, Township 23 South, Range 31 East

Pools

Pool Name	Pool Code
LIVINGSTON RIDGE; BONE SPRING	39350
WC-015 G-08 S233102C; WOLFCAMP	98123

Leases as defined in 19.15.12.7(C) NMAC

Lease	Location (NMPM)	
NMNM 533177A	SE/4	Sec 13-T23S-R31E
	E/2	Sec 24-T23S-R31E
NMNM 404441	NE/4	Sec 13-T23S-R31E
	All	Sec 12-T23S-R31E
NMNM 022080	All	Sec 1-T23S-R31E

Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-015-44854	Tomb Raider 12 Fed #213H	O-12-23S-31E	39350	
30-015-45486	Tomb Raider 12 1 Fed #516H	O-12-23S-31E	39350	
30-015-46095	Tomb Raider 12 1 Fed #611H	M-12-23S-31E	98123	
30-015-46096	Tomb Raider 12 1 Fed #701H	M-12-23S-31E	98123	
30-015-46387	Bora Bora 13 24 Fed Com #214H	A-13-23S-31E	39350	
30-015-46117	Bora Bora 13 24 Fed Com #215H	A-13-23S-31E	39350	
30-015-46118	Bora Bora 13 24 Fed Com #216H	A-13-23S-31E	39350	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-678-A

Operator: Devon Energy Production Company, LP (6137)

Pooled Areas

Pooled Area	Location (NMPPM)		Acres	Pooled Area ID
CA BS BLM NMNM 142100	E/2	Sec 13-T23S-R31E	640	A
	E/2	Sec 24-T23S-R31E		

Leases Comprising Pooled Areas

Lease	Location (NMPPM)		Acres	Pooled Area ID
NMNM 533177A	SE/4	Sec 13-T23S-R31E	480	A
	E/2	Sec 24-T23S-R31E		
NMNM 404441	NE/4	Sec 13-T23S-R31E	160	A

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

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

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

District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 14745

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 14745
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclore	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.	5/28/2021