

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

December 16, 2020

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
RIGHT MEOW 31 CTB 5
Sec.,T, R: SE/4, SW/4, & LOT 4, S31, T23S, R32E
Lease: NMNM018848, NMNM077064, NMNM014157,
NMNM139371, NMNM068084
Pool: [96229] MESA VERDE;BONE SPRING &
[53805] SAND DUNES;BONE SPRING,
SOUTH
County: Eddy Co., New Mexico**



Dear Mr. McClure:

Please find attached the OCD Form C-107-B 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: [96229] MESA VERDE;BONE SPRING & [53805] SAND DUNES;BONE SPRING,SOUTH **Pool Code** 96229 & 53805

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

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

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

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

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

 Chelsey Green
 Print or Type Name

 Signature

 12/16/2020
 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 Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: Fee State Federal

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

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

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

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

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

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

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

(1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Chelsey Green TITLE: Regulatory Professional DATE: 12.16.2020
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.
NMNM77064

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. CATTY SHACK 6-7 FED COM 210H
2. Name of Operator DEVON ENERGY PRODUCTION COMPANY		9. API Well No. 30-025-47306
Contact: JENNIFER HARMS jennifer.harms@dvn.com		
3a. Address 333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102	3b. Phone No. (include area code) Ph: 405-552-6560	10. Field and Pool or Exploratory Area MESA VERDE; BONE SPRING
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 31 T23S R32E 10FSL 860FWL		11. County or Parish, State LEA 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
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Subsurface Commingling
	<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 RIGHT MEOW 31 CTB 5

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

Well Name API/UWI
CATTY SHACK 6-7 FED COM 210H 3002547306
CATTY SHACK 6-7 FED COM 211H 3002547307
CATTY SHACK 6-7 FED COM 212H 3002547308

14. I hereby certify that the foregoing is true and correct. Electronic Submission #532926 verified by the BLM Well Information System For DEVON ENERGY PRODUCTION COMPANY, sent to the Hobbs	
Name (Printed/Typed) JENNIFER HARMS	Title REGULATORY COMPLIANCE ANALYST
Signature (Electronic Submission)	Date 10/06/2020

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 #532926 that would not fit on the form

32. Additional remarks, continued

RIGHT MEOW 31-30 FED COM 230H 3002547210
RIGHT MEOW 31-30 FED COM 231H 3002547211
RIGHT MEOW 31-30 FED COM 232H 3002547212
RIGHT MEOW 31-6 FED COM 234H 3002547209
RIGHT MEOW 31-7 FED COM 233H 3002547309

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

Proposal for RIGHT MEOW 31 CTB 5

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

Well Name	API/UWI	SHL	LEASES	LEASES	LEASES	FORMATION
CATTY SHACK 6-7 FED COM 210H	3002547306	31-23S-32E	NMNM018848-12.5%	NMNM077064-12.5%	NMNM068084-12.5%	MESA VERDE;BONE SPRING [96229]
CATTY SHACK 6-7 FED COM 211H	3002547307	31-23S-32E	NMNM018848-12.5%	NMNM077064-12.5%	NMNM068084-12.5%	MESA VERDE;BONE SPRING [96229]
CATTY SHACK 6-7 FED COM 212H	3002547308	31-23S-32E	NMNM018848-12.5%	NMNM077064-12.5%	NMNM068084-12.5%	MESA VERDE;BONE SPRING [96229]
RIGHT MEOW 31-30 FED COM 230H	3002547210	31-23S-32E	NMNM018848-12.5%	NMNM014157-12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-30 FED COM 231H	3002547211	31-23S-32E	NMNM018848-12.5%	NMNM014157-12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-30 FED COM 232H	3002547212	31-23S-32E	NMNM018848-12.5%	NMNM014157-12.5%		SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-6 FED COM 234H	3002547209	31-23S-32E	NMNM018848-12.5%	NMNM139371-12.5%	NMNM077064-12.5%	SAND DUNES;BONE SPRING, SOUTH [53805]
RIGHT MEOW 31-7 FED COM 233H	3002547309	31-23S-32E	NMNM018848-12.5%	NMNM077064-12.5%	NMNM068084-12.5%	SAND DUNES;BONE SPRING, SOUTH [53805]

CA:

- The Catty Shack 6-7 Fed Com 210H, 211H & 212H will share one 685.66 ac Comm Agreement.
- The Right Meow 31-30 Fed Com 230H, 231H & 232H will share one 691.60 ac Comm Agreement.
- The Right Meow 31-6 Fed Com 234H will have its own 320.11 ac Comm Agreement.
- The Right Meow 31-7 Fed Com 233H will have its own 400.08 ac Comm Agreement.

Oil & Gas metering:

The central tank battery, Right Meow 31 CTB 5, is located in SE/4, SW/4, & LOT 4, S31, T23S, R32E 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 the purpose of allocation, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas orifice sales meter(s) for the purpose of Federal Measurement Point/Sales/Royalty Payment. The oil from the 3-phase separator is measured with an independent, designated Coriolis Meter for the purpose of 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 sales meter (LACT unit) for the purpose of Federal Measurement Point/Sales/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:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
CATTY SHACK 6-7 FED COM 212H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
CATTY SHACK 6-7 FED COM 211H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
RIGHT MEOW 31-7 FED COM 233H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
CATTY SHACK 6-7 FED COM 210H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
RIGHT MEOW 31-30 FED COM 232H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
RIGHT MEOW 31-30 FED COM 230H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
RIGHT MEOW 31-6 FED COM 234H	DVN /*	DVN /*	DCP/*	ENLINK/*	DVN /*	DVN /*
RIGHT MEOW 31-30 FED COM 231H	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:

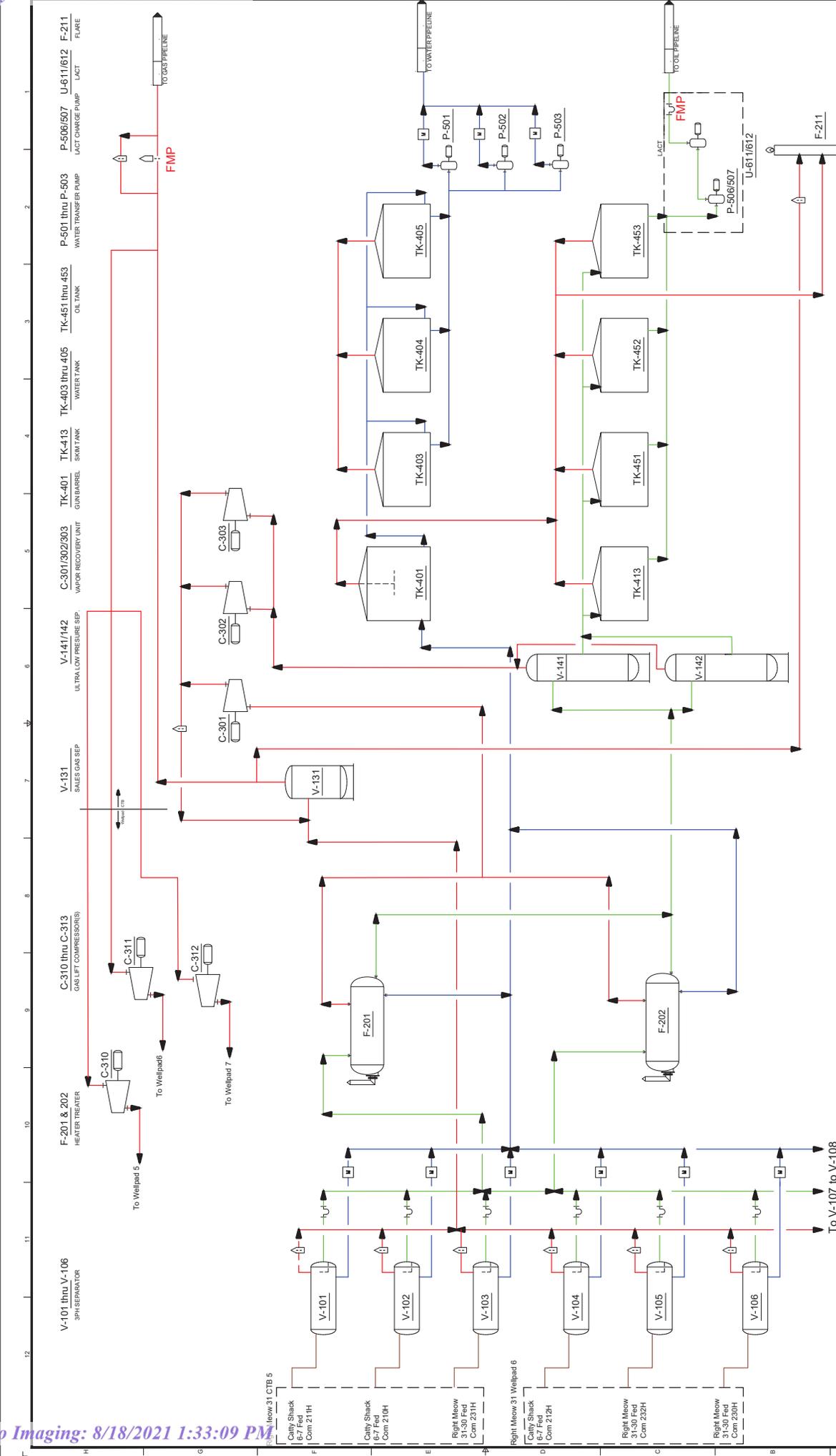
The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

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).

Date: 01/17/2020



DRAWING STATUS		DRAWN BY		DATE	
ISSUED FOR	DATE	BY	ENGINEERED BY	DATE	DATE
CONST. IN PROGRESS			APPROVED BY		

CONFIDENTIAL	
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing without the prior written consent of Devon Energy is prohibited.	
PROJECT No.:	000
DRAWING No.:	110-01

Devon Energy Corporation
 535 West Sheridan Avenue, Oklahoma City, OK 73102-5615

DBBU STANDARD P&IDs
SYMBOLS & ABBREVIATIONS

FILE NAME: Right Meadow 31 CTB 5 Compliance PFD - asdair

ORIFICE METER	OIL
CORIOLIS METER	GAS
MAGNETIC METER	WATER

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

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

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

OCD - HOBBS
06/10/2020
RECEIVED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47306	² Pool Code 96229	³ Pool Name MESA VERDE;BONE SPRING
⁴ Property Code 328298	⁵ Property Name CATTY SHACK 6-7 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 210H
		⁹ Elevation 3543.4

¹⁰ Surface Location

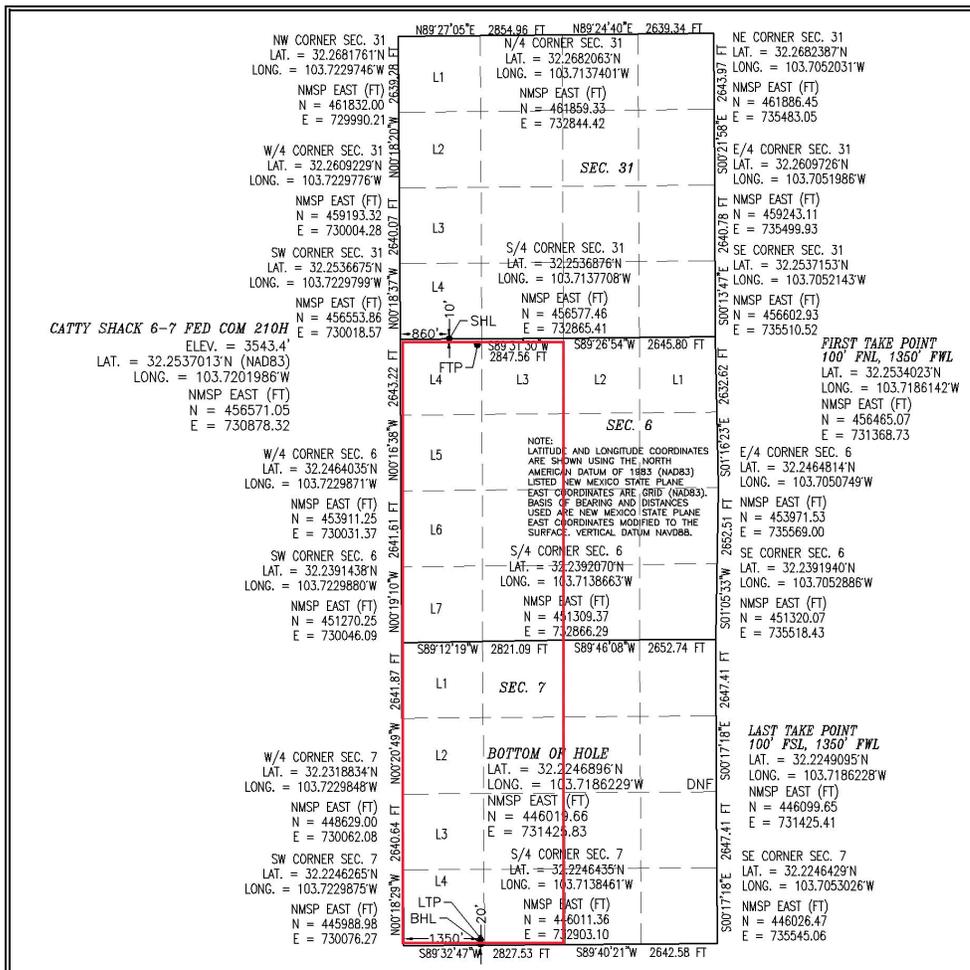
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	23 S	32 E		10	SOUTH	860	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	7	24 S	32 E		20	SOUTH	1350	WEST	LEA

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



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 10-24-2019
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.
SEPTEMBER 23, 2019
Date of Survey
William F. Jaramillo
Signature and Seal of Professional Surveyor
Certificate Number: **WILLIAM F. JARAMILLO S 12797**
SURVEY NO. 7602

Intent As Drilled

API #

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: CATTY SHACK 6-7 FED COM	Well Number 210H
--	--	----------------------------

Kick Off Point (KOP)

UL M	Section 31	Township 23S	Range 32E	Lot 4	Feet 260 FSL	From N/S	Feet 1350 FW	From E/W	County LEA
Latitude 32.25438100					Longitude -103.71860900				NAD 83

First Take Point (FTP)

UL	Section 6	Township 24S	Range 32E	Lot 4	Feet 100	From N/S NORTH	Feet 1350	From E/W WEST	County LEA
Latitude 32.2534023					Longitude 103.7186142				NAD 83

Last Take Point (LTP)

UL	Section 7	Township 24S	Range 32E	Lot 4	Feet 100	From N/S SOUTH	Feet 1350	From E/W WEST	County LEA
Latitude 32.2249095					Longitude 103.7186228				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

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
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1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
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1220 S. St. Francis Dr., Santa Fe, NM 87505
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State of New Mexico
Energy, Minerals & Natural Resources Department
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1220 South St. Francis Dr.
Santa Fe, NM 87505

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

OCD - HOBBS
06/10/2020
RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47307	² Pool Code 96229	³ Pool Name MESA VERDE;BONE SPRING
⁴ Property Code 328298	⁵ Property Name CATTY SHACK 6-7 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 211H
		⁹ Elevation 3543.3

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
4	31	23 S	32 E		10	SOUTH	800	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	7	24 S	32 E		20	SOUTH	400	WEST	LEA

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

CATTY SHACK 6-7 FED COM 211H
ELEV. = 3543.3'
LAT. = 32.2537006°N (NAD83)
LONG. = 103.7203925°W
NMSP EAST (FT)
N = 456570.47
E = 730018.36

SEC. 6
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.

SEC. 7
BOTTOM OF HOLE
LAT. = 32.2246839°N
LONG. = 103.7216942°W
DNF
NMSP EAST (FT)
N = 446012.14
E = 730476.06

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 10-24-2019
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.

SEPTEMBER 23, 2019
Date of Survey

William F. Jaramilla
Signature and Seal of Professional Surveyor

Certificate Number: **WILLIAM F. JARAMILLA PLS 12797**
SURVEY NO. 7600

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: CATTY SHACK 6-7 FED COM	Well Number 211H

Kick Off Point (KOP)

UL M	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	31	23S	32E	4	260 FSL		400 FWL		LEA
Latitude 32.25439400					Longitude -103.72168200				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	6	24S	32E	4	100	NORTH	400	WEST	LEA
Latitude 32.2533955					Longitude 103.7216865				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	7	24S	32E	4	100	SOUTH	400	WEST	LEA
Latitude 32.2249037					Longitude 103.7216942				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

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

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47308	² Pool Code 96229	³ Pool Name MESA VERDE;BONE SPRING
⁴ Property Code 328298	⁵ Property Name CATTY SHACK 6-7 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 212H
		⁹ Elevation 3564.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	31	23 S	32 E		165	SOUTH	2225	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	7	24 S	32 E		20	SOUTH	2300	WEST	LEA

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

NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM NAVD83.

LAST TAKE POINT
100' FSL, 2300' FWL
LAT. = 32.2249152°N
LONG. = 103.7155514°W
N = 446107.17
E = 732375.17

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 10-24-2019
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.

SEPTEMBER 23, 2019
Date of Survey

William F. Jaramilla
Signature and Seal of Professional Surveyor

Certificate Number: **WILLIAM F. JARAMILLA, PLS 12797**
SURVEY NO. 7604

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: CATTY SHACK 6-7 FED COM	Well Number 212H

Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 415 FSL	From N/S	Feet 2300 FWL	From E/W	County LEA
Latitude 32.25482300					Longitude -103.71553700				NAD 83

First Take Point (FTP)

UL	Section 6	Township 24S	Range 32E	Lot 3	Feet 100	From N/S NORTH	Feet 2300	From E/W WEST	County LEA
Latitude 32.2534089					Longitude 103.7155419				NAD 83

Last Take Point (LTP)

UL N	Section 7	Township 24S	Range 32E	Lot	Feet 100	From N/S SOUTH	Feet 2300	From E/W WEST	County LEA
Latitude 32.2249152					Longitude 103.7155514				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

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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

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District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47209	² Pool Code [53805]	³ Pool Name SAND DUNES;BONE SPRING, SOUTH
⁴ Property Code 328253	⁵ Property Name RIGHT MEOW 31-6 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 234H
		⁹ Elevation 3597.5

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
B	31	23 S	32 E		350	NORTH	1485	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	6	24 S	32 E		20	SOUTH	800	EAST	LEA

¹² Dedicated Acres 160	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 well location and acreage dedication. It includes several sections of land with their respective corner coordinates and bearings. Key features include:
 - **Surface Location:** A well location marked with a red dot and a 1485-foot distance from the NE corner of Section 31.
 - **Bottom Hole Location:** A well location marked with a red dot and an 800-foot distance from the SE corner of Section 6.
 - **Property Details:** Section 31 (Right Meow 31-6 Fed Com 234H) and Section 6 (First Take Point).
 - **Distances:** Various bearings and distances are provided for all corners and lines, such as N89°27'05"E 2854.96 FT and N00°18'20"W 2639.29 FT.

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 12-19-2019
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.

DECEMBER 4, 2019
Date of Survey

Mon F. Jaramillo
Signature and Seal of Professional Surveyor

Certificate Number: **12797**
SURVEY NO. 7835

Intent As Drilled

API # 30-025-47209		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-6 FED COM	Well Number 234H

Kick Off Point (KOP)

UL A	Section 31	Township 23S	Range 32E	Lot	Feet 200' FNL	From N/S	Feet 800' FEL	From E/W	County LEA
Latitude 32.26766000					Longitude -103.70778700				NAD 83

First Take Point (FTP)

UL A	Section 31	Township 23S	Range 32E	Lot	Feet 100	From N/S NORTH	Feet 800	From E/W EAST	County LEA
Latitude 32.2679541					Longitude 103.7077906				NAD 83

Last Take Point (LTP)

UL P	Section 6	Township 24S	Range 32E	Lot	Feet 100	From N/S SOUTH	Feet 800	From E/W EAST	County LEA
Latitude 32.2394728					Longitude 103.7078681				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

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47309	² Pool Code [53805]	³ Pool Name SAND DUNES;BONE SPRING, SOUTH
⁴ Property Code 328297	⁵ Property Name RIGHT MEOW 31-7 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 233H
		⁹ Elevation 3597.3

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
B	31	23 S	32 E		350	NORTH	1515	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	7	24 S	32 E		2620	NORTH	2000	EAST	LEA

¹² Dedicated Acres 160	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.

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 12-19-2019
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 are true and correct to the best of my belief.

DECEMBER 4, 2019
Date of Survey

Filimon F. Jaramilla
Signature and Seal of Professional Surveyor

Certificate Number: **FILIMON F. JARAMILLA, P.E.S. 12797**
N = 446026.47
E = 735545.06

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47309	² Pool Code [96229]	³ Pool Name MESA VERDE;BONE SPRING
⁴ Property Code 328297	⁵ Property Name RIGHT MEOW 31-7 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 233H
		⁹ Elevation 3597.3

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
B	31	23 S	32 E		350	NORTH	1515	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	7	24 S	32 E		2620	NORTH	2000	EAST	LEA

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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¹⁷ OPERATOR CERTIFICATION

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Jenny Harms 12-19-2019
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 are true and correct to the best of my belief.

DECEMBER 4, 2019
Date of Survey

Filimon F. Jaramilla
Signature and Seal of Professional Surveyor

Certificate Number: **FILIMON F. JARAMILLA, P.S. 12797**
N = 446026.47
E = 735545.06

Intent As Drilled

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: RIGHT MEOW 31-7 FED COM	Well Number 233H

Kick Off Point (KOP)

UL B	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	31	23S	32E		200' FNL		2000' FEL		LEA
Latitude 32.26767800					Longitude -103.71166900				NAD 83

First Take Point (FTP)

UL B	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	31	23S	32E		100	NORTH	2000	EAST	LEA
Latitude 32.2679394					Longitude 103.7116720				NAD 83

Last Take Point (LTP)

UL G	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	7	24S	32E		2540	NORTH	2000	EAST	LEA
Latitude 32.2322234					Longitude 103.7117619				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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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-47210	² Pool Code 53805	³ Pool Name SAND DUNES;BONE SPRING, SOUTH
⁴ Property Code 328252	⁵ Property Name RIGHT MEOW 31-30 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 230H
⁹ Elevation 3564.2		

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	31	23 S	32 E		165	SOUTH	2195	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	30	23 S	32 E		20	NORTH	1535	WEST	LEA

¹² Dedicated Acres 640	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.

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.

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
Signature
Date: **10-24-2019**

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.

SEPTEMBER 23, 2019
Date of Survey

Edmon F. Jaramila
Signature and Seal of Professional Surveyor
Certificate Number: **EDMON F. JARAMILA PLS 12797**
SURVEY NO. 7603

Intent As Drilled

API # **30-025-47210**

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIGHT MEOW 31-30 FED COM	Well Number 230H
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Kick Off Point (KOP)

UL N	Section 31	Township 23S	Range 32E	Lot	Feet 15 FSL	From N/S	Feet 1535 FWL	From E/W	County LEA
Latitude 32.25373500					Longitude -103.71801900				NAD 83

First Take Point (FTP)

UL N	Section 31	Township 23S	Range 32E	Lot	Feet 100	From N/S SOUTH	Feet 1535	From E/W WEST	County LEA
Latitude 32.2533932					Longitude 103.7180155				NAD 83

Last Take Point (LTP)

UL C	Section 30	Township 23S	Range 32E	Lot	Feet 100	From N/S NORTH	Feet 1535	From E/W WEST	County LEA
Latitude 32.2824303					Longitude 103.7180015				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

Intent As Drilled

API # **30-025-47211**

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIGHT MEOW 31-30 FED COM	Well Number 231H
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Kick Off Point (KOP)

UL M	Section 31	Township 23S	Range 32E	Lot 4	Feet 250 FNL	From N/S	Feet 660 FWL	From E/W	County LEA
Latitude 32.25298900					Longitude -103.72085100				NAD 83

First Take Point (FTP)

UL	Section 31	Township 23S	Range 32E	Lot 4	Feet 100	From N/S SOUTH	Feet 660	From E/W WEST	County LEA
Latitude 32.2539470					Longitude 103.7208453				NAD 83

Last Take Point (LTP)

UL	Section 30	Township 23S	Range 32E	Lot 4	Feet 100	From N/S NORTH	Feet 660	From E/W WEST	County LEA
Latitude 32.2824181					Longitude 103.7208322				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

Intent As Drilled

API # **30-025-47212**

Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: RIGHT MEOW 31-30 FED COM	Well Number 232H
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Kick Off Point (KOP)

UL	Section 31	Township 23S	Range 32E	Lot	Feet 235 FNL	From N/S	Feet 2410 FW	From E/W	County LEA
Latitude 32.25303400					Longitude -103.71495100				NAD

First Take Point (FTP)

UL N	Section 31	Township 23S	Range 32E	Lot	Feet 100	From N/S SOUTH	Feet 2410	From E/W WEST	County LEA
Latitude 32.2539593					Longitude 103.7151858				NAD 83

Last Take Point (LTP)

UL C	Section 30	Township 23S	Range 32E	Lot	Feet 100	From N/S NORTH	Feet 2410	From E/W WEST	County LEA
Latitude 32.2824425					Longitude 103.7151708				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

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July, 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:

Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47), and E/2 W/2 of Section 30-23S-32E
 and
 Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44), and E/2 W/2 of Section 31-23S-32E,
 Lea County, New Mexico

Containing 691.60 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.

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

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

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

All proceeds, 8/8ths, attributed to unleased Federal 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 July 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 Lebsack
Catherine Lebsack, Vice President



Date

LESSEES OF RECORD

XTO Holdings, L.L.C.

Date

By: _____

Title: _____

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

Date

By: _____
Catherine Lebsack, Vice President

LESSEES OF RECORD

XTO Holdings, L.L.C.

Nov. 20, 2020

Date

SK BW

By: *Angie Repka*

Title: Land Manager – Permian - Delaware Basin,
Attorney in Fact

Chevron U.S.A. Inc.

_____ By: _____
Date Title: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 25th day of SEPTEMBER, 2020, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

8/7/22
My Commission Expires



[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Edwin S. Ryan, Jr., Senior Vice President – Land for XTO Energy Inc., a Delaware Corporation, on behalf of said Corporation.

(SEAL)

My Commission Expires

Notary Public

STATE OF Texas)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 27 day of September, 2020, by CLARE H. MORSE as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said Corporation.

(SEAL)

04-04-23
My Commission Expires

Ashlee D Hughes
Notary Public

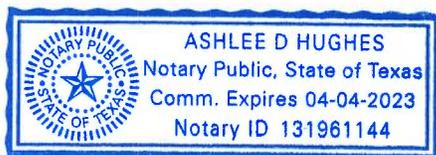


EXHIBIT "A"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47) and E/2 W/2 of Section 30 and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44) and E/2 W/2 of Section 31, Township 23 South, Range 32 East, Lea County, New Mexico.

Right Meow 31-30 Fed Com 230H

SHL: 165' FSL & 2195' FWL

BHL: 20' FNL & 1535' FWL

Right Meow 31-30 Fed Com 231H

SHL: 10' FSL & 830' FWL

BHL: 20' FNL & 660' FWL

Right Meow 31-30 Fed Com 232H

SHL: 165' FSL & 2255' FWL

BHL: 20' FNL & 2410' FWL

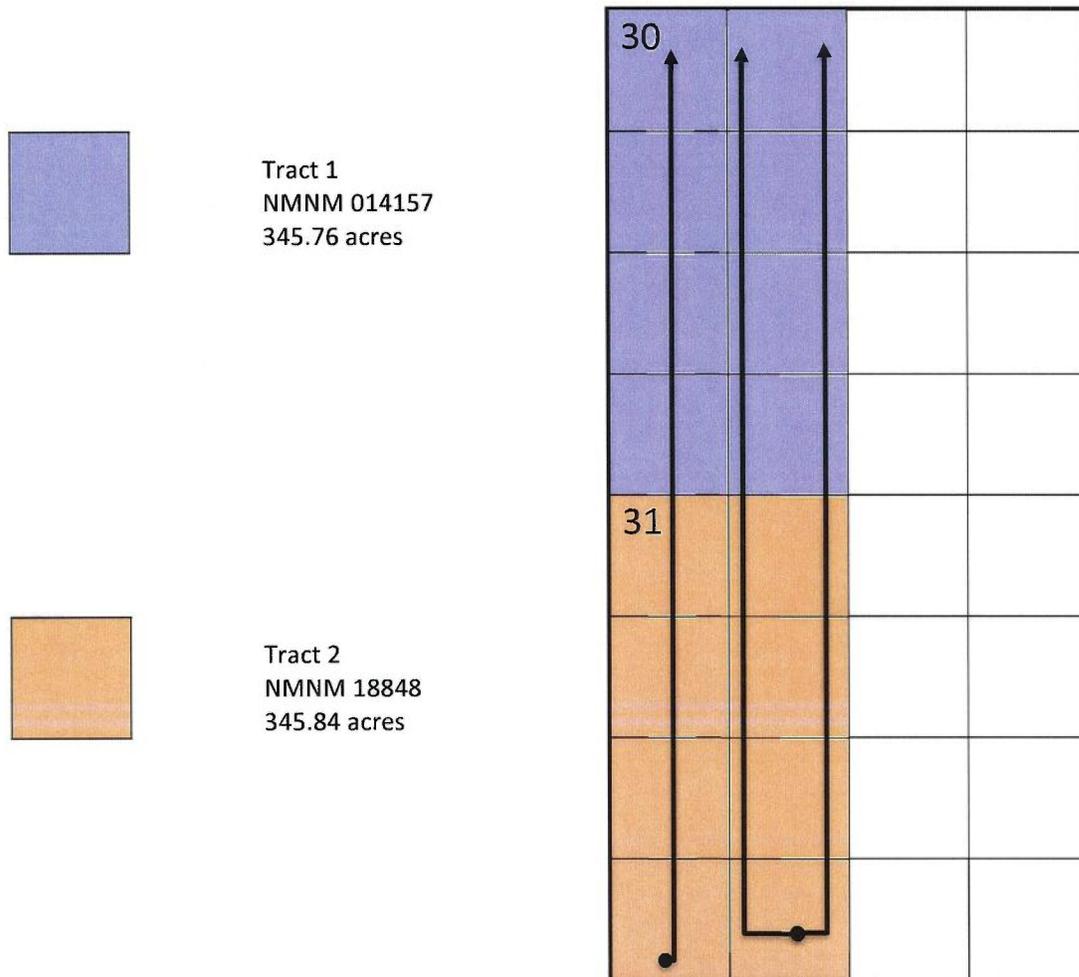


EXHIBIT "B"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47) and E/2 W/2 of Section 30 and Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44) and E/2 W/2 of Section 31, Township 23 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 014157

Description of Land Committed: Lot 1 (46.41), Lot 2 (46.43), Lot 3 (46.45), Lot 4 (46.47), and E/2 W/2 of Section 30 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 345.76 acres

Record Title Owner – Lessee: XTO Holdings, LLC

Name of ORRI Owners: Amy Tresner and husband, Gerald T. Tresner

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

Tract No. 2

Lease Serial Number: USA NMNM 18848

Description of Land Committed: Lot 1 (46.48), Lot 2 (46.46), Lot 3 (46.46), Lot 4 (46.44), and E/2 W/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 345.84 acres

Record Title Owner – Lessee: Chevron U.S.A. Inc.

Name of ORRI Owners: The Oakason Jr. Company
Jean C. Oakason Memorial, LLC
Eileen N. Grooms, Trustee of the EMG Revocable Trust
Morris E. Schertz
Rolla R. Hinkle III
Andra Coccimiglio
Richardson Mineral & Royalty, LLC

Madison M. Hinkle, a/k/a Matt Hinkle
Justin T. Crum
Pony Oil Operating, LLC
MerPel, LLC
TD Minerals LLC
McMullen Minerals, LLC
Pegasus Resources, LLC

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

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest Communitized Area</u>
Tract No. 1	345.76	49.994216%
Tract No. 2	345.84	50.005784%
Total	691.60	100.000000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July, 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:

**E/2 E/2 of Section 31-23S-32E and
 Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E,
 Lea County, New Mexico**

Containing **320.11** 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 July 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 Sebrack
Operator/Vice President 

Date

LESSEES OF RECORD

Chevron U.S.A. Inc.

9/27/20
Date

By: Claire H. Morse

Title: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this _____ day of _____, 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)

My Commission Expires

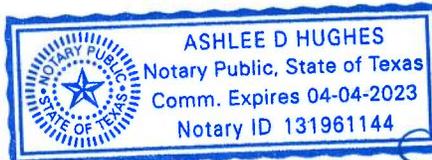
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on this 27 day of September, 2020, by Claire H. Morse as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said Corporation.

(SEAL)

04-04-23
My Commission Expires



Ashlee D Hughes
Notary Public

LESSEES OF RECORD

Chevron U.S.A. Inc.

Date

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 25th day of September, 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)

8/7/22
My Commission Expires



[Signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____ as Attorney-in-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said Corporation.

(SEAL)

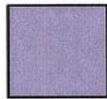
My Commission Expires

Notary Public

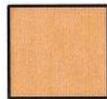
EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

Right Meow 31-6 Fed Com 234H
SHL: 350' FNL, 1,485' FEL, Sec 31-23S-32E
BHL: 20' FSL, 800' FEL, Sec 6-24S-32E



Tract 1
NMNM 18848
160.00 acres



Tract 2
NMNM 139371
80.11 acres



Tract 3
NMNM 77064
80.00 acres

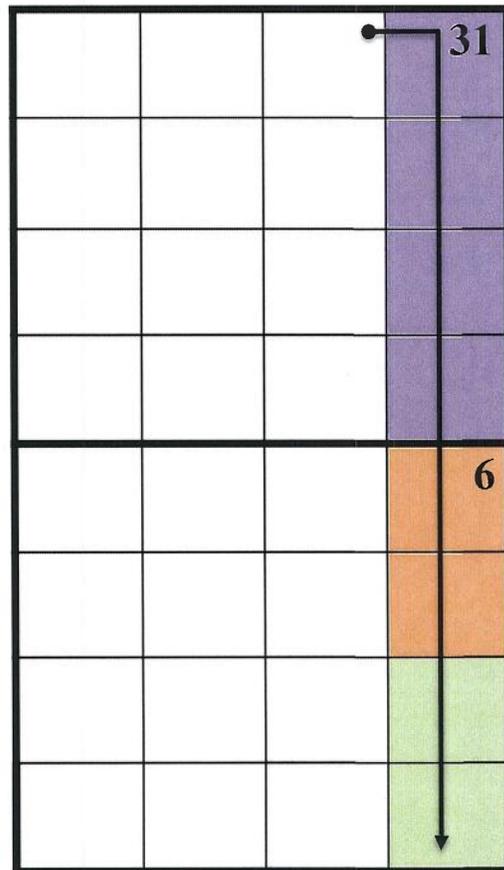


EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in E/2 E/2 of Section 31-23S-32E and Lot 1 (40.11), SE/4 NE/4, and E/2 SE/4 of Section 6-24S-32E, N.M.P.M. Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	E/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee:	Chevron U.S.A. Inc.
Name of ORRI Owners:	The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC McMullen Minerals, LLC Pegasus Resources, LLC
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

Tract No. 2

Lease Serial Number: USA NMNM 139371

Description of Land Committed: Lot 1 and SE/4 NE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.11

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

Name of ORRI Owners: None

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

Tract No. 3

Lease Serial Number: USA NMNM 77064

Description of Land Committed: E/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.00

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

Name of ORRI Owners: None

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100%

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	49.982818%
Tract No. 2	80.11	25.025772%
Tract No. 3	80.00	24.991409%
Total	320.11	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July, 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:

**W/2 E/2 of Section 31-23S-32E and
 Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and
 W/2 NE/4 of Section 7-24S-32E, Lea County, New Mexico**

Containing **400.08** 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 July 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 Lebrack
Operator/Vice President 

Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF OKLAHOMA)

On this 20 day of SEPTEMBER, 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)



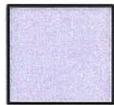
8/7/22
 My Commission Expires

[Signature]
 Notary Public

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

Right Meow 31-7 Fed Com 233H
SHL: 350' FNL, 1,515' FEL, Sec 31-23S-32E
BHL: 2,620' FNL, 2,000' FEL, Sec 7-24S-32E



Tract 1
NMNM 18848
160.00 acres



Tract 2
NMNM 77064
160.08 acres



Tract 3
NMNM 68084
80.00 acres

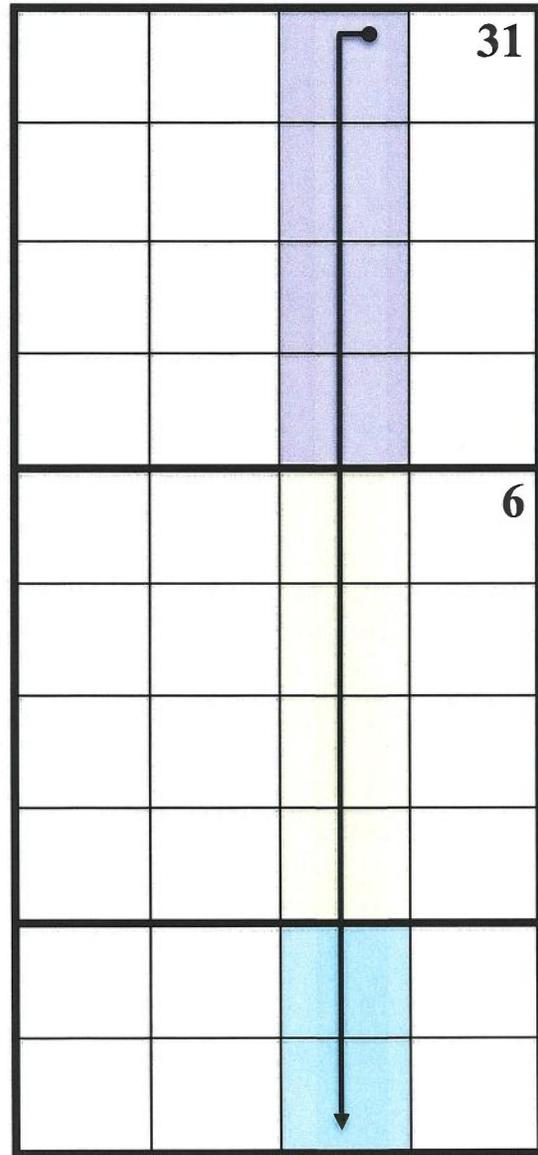


EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in W/2 E/2 of Section 31-23S-32E and Lot 2 (40.08), SW/4 NE/4, and W/2 SE/4 of Section 6-24S-32E and W/2 NE/4 of Section 7-24S-32E, N.M.P.M. Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 18848
Description of Land Committed:	W/2 E/2 of Section 31 Township 23 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	160.00
Record Title Owner – Lessee:	Chevron U.S.A. Inc.
Name of ORRI Owners:	The Oakason Jr. Company, LC Jean C. Oakason Memorial, LLC Eileen M. Grooms, Trustee of the EMG Revocable Trust Morris E. Schertz Rolla R. Hinkle III Andra Coccimiglio Richardson Mineral & Royalty, LLC Madison M. Hinkle Justin T. Crum Pony Oil Operating, LLC MerPel, LLC TD Minerals LLC McMullen Minerals, LLC Pegasus Resources, LLC
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

Tract No. 2

Lease Serial Number: USA NMNM 77064

Description of Land Committed: Lots 2, SW/4 NE/4, W/2 SE/4 of Section 6, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 160.08

Record Title Owner – Lessee: Devon Energy Production Company, L.P.- 100%

Name of ORRI Owners: None

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

Tract No. 3

Lease Serial Number: USA NMNM 68084

Description of Land Committed: W/2 NE/4 Section 7, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.00

Record Title Owner – Lessee: Devon Energy Production Company, L.P.- 60%
Javelina Partners- 40%

Name of ORRI Owners: Javelina Partners

Name of Working Interest Owners: Devon Energy Production Company, L.P.
Javelina Partners

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	39.99200%
Tract No. 2	160.08	40.01200%
Tract No. 3	80.00	19.99600%
Total	400.08	100.0000%

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

Date 7/29/20

By: 

Name: Robert Nunmaker
Title: Chevron U.S.A. Inc.

ACKNOWLEDGEMENT

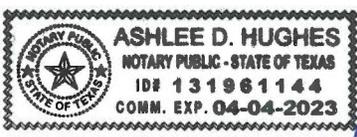
STATE OF Texas)
COUNTY OF Harris) ss.

On this 29 day of July, 2020, before me, a Notary Public
for the State of Texas, personally

appeared Robert Nunmaker, known to me to be

the attorney-in-fact of Chevron U.S.A. Inc., the
corporation that executed the foregoing instrument and acknowledged to me such corporation
executed the same.

(SEAL)



04-04-23
My Commission Expires


Notary Public

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July, 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 24 South, Range 32 East, N.M.P.M
**Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4
and E/2 SW/4 of Section 6**
**Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section
7, Lea County, New Mexico**

Containing **685.66** 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 July 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 Lebsack
Operator/Vice President 

Date

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF OKLAHOMA)

On this 2nd day of September, 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)

8/7/22
 My Commission Expires



Kami Carroll
 Notary Public

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

Catty Shack 6-7 Fed Com 211H
SHL: 10' FSL, 800' FWL, Sec 31-23S-32E
BHL: 20' FSL, 400' FWL, Sec 7-24S-32E

Catty Shack 6-7 Fed Com 210H
SHL: 10' FSL, 860' FWL, Sec 31-23S-32E
BHL: 20' FSL, 1,350' FWL, Sec 7-24S-32E

Catty Shack 6-7 Fed Com 212H
SHL: 165' FSL, 2,225' FWL, Sec 31-23S-32E
BHL: 20' FSL, 2,300' FWL, Sec 7-24S-32E



Tract 1
NMNM 77064
344.10 acres



Tract 2
NMNM 68084
341.56 acres

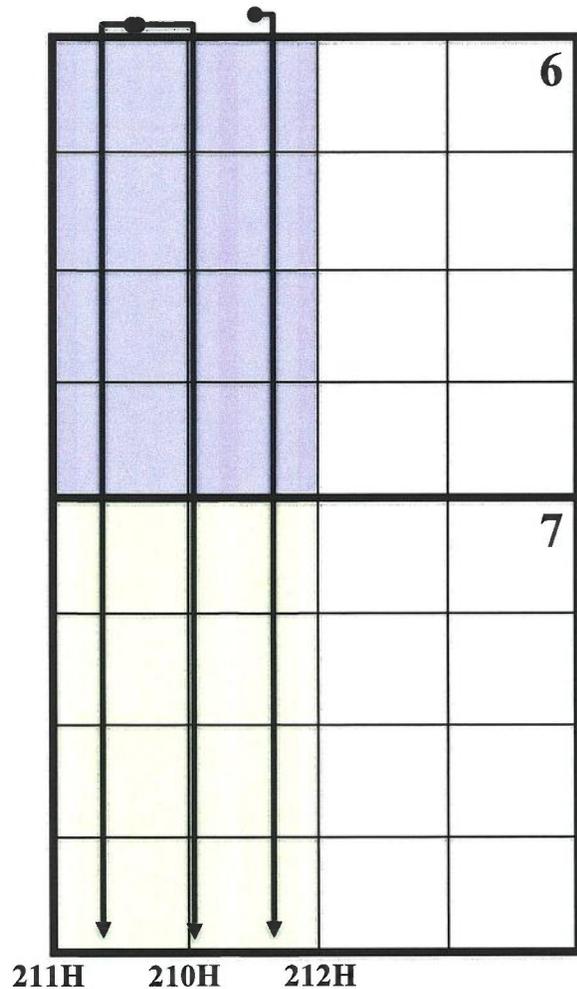


EXHIBIT "B"

To Communitization Agreement dated July 1, 2020, embracing the following described land in Lot 3 (40.04), Lot 4 (46.35), Lot 5 (46.12), Lot 6 (45.90), Lot 7 (45.69), SE/4 NW/4 and E/2 SW/4 of Section 6 and Lot 1 (45.53), Lot 2 (45.44), Lot 3 (45.34), and Lot 4 (45.25), E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M. Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	USA NMNM 77064
Description of Land Committed:	Lots 3-7, SE/4 NW/4, and E/2 SW/4 of Section 6 Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	344.10
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.
Name of ORRI Owners:	None
Name of Working Interest Owners:	Devon Energy Production Company, L.P. – 100.00%

Tract No. 2

Lease Serial Number:	USA NMNM 68084
Description of Land Committed:	Lots 1-4, E/2 W/2 of Section 7, Township 24 South, Range 32 East, N.M.P.M Lea County, New Mexico
Number of Acres:	341.56
Record Title Owner – Lessee:	Devon Energy Production Company, L.P.- 60.00% Javelina Partners- 40.00%
Name of ORRI Owners:	Javelina Partners
Name of Working Interest Owners:	Devon Energy Production Company, L.P. Javelina Partners

RECAPITULATION

TRACT No.	No. of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	344.10	50.18522%
Tract No. 2	341.56	49.81478%
Total	685.66	100.0000%



Devon Energy Production Company
 333 W. Sheridan Avenue
 Oklahoma City, Oklahoma 73102
 Phone: (405)-552-7970
 Erin.Workman@dvn.com

December 17, 2020

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Interest Owners

**Re: Central Tank Battery
 RIGHT MEOW 31 CTB 5**
Sec., T, R: SE/4, SW/4, & LOT 4, S31, T23S, R32E
**Lease: NMNM018848, NMNM077064, NMNM014157,
 NMNM139371, NMNM068084**
**Pool: [96229] MESA VERDE;BONE SPRING &
 [53805] SAND DUNES;BONE SPRING,
 SOUTH**
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	API/UWI	SHL
CATTY SHACK 6-7 FED COM 210H	3002547306	31-23S-32E
CATTY SHACK 6-7 FED COM 211H	3002547307	31-23S-32E
CATTY SHACK 6-7 FED COM 212H	3002547308	31-23S-32E
RIGHT MEOW 31-30 FED COM 230H	3002547210	31-23S-32E
RIGHT MEOW 31-30 FED COM 231H	3002547211	31-23S-32E
RIGHT MEOW 31-30 FED COM 232H	3002547212	31-23S-32E
RIGHT MEOW 31-6 FED COM 234H	3002547209	31-23S-32E
RIGHT MEOW 31-7 FED COM 233H	3002547309	31-23S-32E

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

NAME	CERTIFIED NUMBER
AMY & GERALD T TRESNER	9414 8149 0152 7181 8989 36
ANDRA COCCIMIGLIO	9415 8149 0152 7181 8989 43
DRAGOON CREEK MINERALS LLC	9416 8149 0152 7181 8989 50
EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST	9417 8149 0152 7181 8989 67
JAVELINA PARTNERS	9418 8149 0152 7181 8989 74
JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROM	9419 8149 0152 7181 8989 81
JUSTIN T CRUM	9420 8149 0152 7181 8989 98
MCMULLEN MINERALS LLC	9421 8149 0152 7181 8990 01
MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEOR	9422 8149 0152 7181 8990 18
MORRIS E SCHERTZ	9423 8149 0152 7181 8990 25
ONRR ROYALTY MANAGEMENT PROGRAM	9424 8149 0152 7181 8990 32
PEGASUS RESOURCES LLC	9425 8149 0152 7181 8990 49
PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY C	9426 8149 0152 7181 8990 56
RICHARDSON MINERAL & ROYALTY LLC	9427 8149 0152 7181 8990 63
TD MINERALS LLC	9428 8149 0152 7181 8990 70
THE OAKASON JR CO LC BANK OF AMERICA NA AGENT	9429 8149 0152 7181 8990 87

From: [Engineer, OCD, EMNRD](#)
To: [Green, Chelsey](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-734
Date: Wednesday, August 18, 2021 1:13:27 PM
Attachments: [PLC734 Order.pdf](#)

NMOCD has issued Administrative Order PLC-734 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-47306	Catty Shack 6 7 Federal Com #210H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47307	Catty Shack 6 7 Federal Com #211H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47308	Catty Shack 6 7 Federal Com #212H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47210	Right Meow 31 30 Federal Com #230H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47211	Right Meow 31 30 Federal Com #231H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47212	Right Meow 31 30 Federal Com #232H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47209	Right Meow 31 6 Federal Com #234H	E/2 E/2	31-23S-32E	53805
		E/2 E/2	6-24S-32E	96229
30-025-47309	Right Meow 31 7 Federal Com #233H	W/2 E/2	31-23S-32E	53805
		W/2 E/2	6-24S-32E	96229
		W/2 NE/4	7-24S-32E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

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

**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-734

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. 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 acreage of each lease 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, 19.15.12 NMAC, and 19.15.23 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 satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) and (6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
13. 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.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

2. 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.

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.

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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. 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.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
6. Applicant shall measure and market the commingled gas at a central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
8. 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.
9. 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.

10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

DATE: 8/12/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-734
Operator: Devon Energy Production Company, LP (6137)
Central Tank Battery: Right Meow 31 Central Tank Battery 5
Central Tank Battery Location: S/2 SW/4 Section 31, Township 23 South, Range 32 East
Gas Title Transfer Meter Location: S/2 SW/4 Section 31, Township 23 South, Range 32 East

Pools

Pool Name	Pool Code
SAND DUNES; BONE SPRING, SOUTH	53805
MESA VERDE; BONE SPRING	96229

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 014157	W/2	30-23S-32E
NMNM 18848	W/2	31-23S-32E
CA Bone Spring NMNM 142921	E/2 E/2	31-23S-32E
	E/2 E/2	6-24S-32E
CA Bone Spring NMNM 142909	W/2 E/2	31-23S-32E
	W/2 E/2	6-24S-32E
	W/2 NE/4	7-24S-32E
CA Bone Spring NMNM 142910	W/2	6-24S-32E
	W/2	7-24S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47306	Catty Shack 6 7 Federal Com #210H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47307	Catty Shack 6 7 Federal Com #211H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47308	Catty Shack 6 7 Federal Com #212H	W/2	6-24S-32E	96229
		W/2	7-24S-32E	
30-025-47210	Right Meow 31 30 Federal Com #230H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47211	Right Meow 31 30 Federal Com #231H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47212	Right Meow 31 30 Federal Com #232H	W/2	30-23S-32E	53805
		W/2	31-23S-32E	
30-025-47209	Right Meow 31 6 Federal Com #234H	E/2 E/2	31-23S-32E	53805
		E/2 E/2	6-24S-32E	96229
30-025-47309	Right Meow 31 7 Federal Com #233H	W/2 E/2	31-23S-32E	53805
		W/2 E/2	6-24S-32E	96229
		W/2 NE/4	7-24S-32E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-734**
Operator: **Devon Energy Production Company, LP (6137)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 142937	W/2	30-23S-32E	691.6	A
	W/2	31-23S-32E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 014157	W/2	30-23S-32E	345.76	A
NMNM 18848	W/2	31-23S-32E	345.84	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 14590

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 14590
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclosure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	8/18/2021