

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

May 4, 2022

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Interest Owners

Re: Central Tank Battery

RIGHT MEOW 31 CTB 7

Sec.,T, R: S/2, NW/4, NE/4 of S31, T23S, R32E

Lease: NMNM018848, NMNM077064, NMNM068084,

NMNM139371, NMNM139371, NMNM066924,

Pool: NMNM086927,NMNM0559539

[98248] WC-025 G-08 S243217P; UPR WOLFCAMP

County: [53805] SAND DUNES; BONE SPRING, SOUTH

Lea 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 |
|------------------------------|--------------|
| RIGHT MEOW 31-7 FED COM 717H | 30-025-48492 |
| RIGHT MEOW 31-7 FED COM 627H | 30-025-48491 |
| RIGHT MEOW 31-6 FED COM 716H | 30-025-48460 |
| RIGHT MEOW 31-6 FED COM 626H | 30-025-48459 |
| MAGIC CAT 30 FED COM 212H | 30-025-47687 |
| MAGIC CAT 30 FED COM 211H | 30-025-47689 |
| MAGIC CAT 30-19 FED COM 623H | 30-025-47693 |
| MAGIC CAT 30-19 FED COM 624H | 30-025-47690 |
| MAGIC CAT 30-19 FED COM 713H | 30-025-47694 |
| MAGIC CAT 30-19 FED COM 714H | 30-025-47691 |

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.

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

| RECEIVED: | REVIEWER: | TYPE: | APP NO: | |
|------------------------------|--|-------------------------------|-------------------------|-----------------------------------|
| | NEW MEVIC | ABOVE THIS TABLE FOR OCD DIVI | | OF NEW ME |
| | | O OIL CONSERVA | | |
| | • | cal & Engineering | | |
| | 1220 300111 31. FR | ancis Drive, Santa | FE, NM 8/303 | COMMENSATION OF BE |
| THE | ADMINISTR CHECKLIST IS MANDATORY FOR AL | ATIVE APPLICATION | | DIVISIONI DILILES AND |
| IHI3 (| | QUIRE PROCESSING AT THE D | | |
| | on Energy Production | | | Number: <u>6137</u> |
| · | attachments for mul | | | |
| Pool: [98248] \ | NC-025 G-08 S243217 | P; UPR WOLFCAN | NP Pool (| Code 98248 & 53805 |
| | AND DUNES; BONE SPRING | | | OF ADDUCATION INDICATED |
| SORWII ACCORAI | E AND COMPLETE INFORM | BELOW | PROCESS THE TYPE O | OF APPLICATION INDICATED |
| 1) TYPE OF APPLI | CATION: Check those | which apply for [A] | | |
| | – Spacing Uni <u>t</u> – Simult | | | |
| | NSL $NSP_{(PR)}$ | OJECT AREA) NSF | (PRORATION UNIT) | D |
| B. Check o | ne only for [I] or [II] | | | |
| | mingling – Storage – Mea | surement | | |
| |]dhc" □ctb" ⊠pl | | .s Xolm | |
| [II] Inje | ction – Disposal – Pressu | | | TY . |
| L |] WFX □PMX □S\ | WD | R PPR | FOR OCD ONLY |
| 2) NOTIFICATION | N REQUIRED TO: Check | thasa which apply | | FOR OCD ONLY |
| • | operators or lease hole | | | Notice Complete |
| | ty, overriding royalty ov | | ners | Application |
| | cation requires publishe | | | Content |
| D. Notific | cation and/or concurre | ent approval by SLC |) | Complete |
| | cation and/or concurre | ent approval by BLA | Λ | Complete |
| | ce owner | | | |
| | l of the above, proof o | t notitication or pub | olication is attach | ed, and/or, |
| H. ☐ No no | otice required | | | |
| 3) CERTIFICATION: | : I hereby certify that the | information submitted | d with this applicati | ion for administrative |
| approval is acc | curate and complete to the | ne best of my knowle | dge. I also underst | and that no action will be |
| taken on this a _l | oplication until the require | ed information and n | otifications are sub | mitted to the Division. |
| N | ote: Statement must be comple | ted by an individual with r | nanagerial and/or supe | rvisory capacity. |
| | | | 5 4 2022 | |
| Jenny Harms | | | <u>5-4-2022</u> Date | |
| Print or Type | | | | |
| Name | | | 405-552-6560 | |
| . 1 | lanne | | Phone Number | |
| Conneyt | MUNN | | _jenny.harms@ | dvn.com |
| Signature | | | e-mail Addre | ess |
| | | | | |

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 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.

| | | 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 | g Pool and Lease Cor | mmingling Off-Lease | Storage and Measur | rement (Only if not Surface | e Commingled) | | | | |
| LEASE TYPE: Fee | State X Fede | | | | | | | | |
| Is this an Amendment to existing Order Have the Bureau of Land Management ☐ Yes ☐ No | | | | | ingling | | | | |
| | | L COMMINGLINGS with the following in | | | | | | | |
| (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 allowal | oles? Tyes XNo | | | | | | | | |
| (4) Measurement type: \(\bar{\Sigma}\) Metering [(5) Will commingling decrease the value of | Other (Specify) of production? Yes | ⊠No If "yes", descri | be why commingl | ing should be approved | | | | | |
| | | SE COMMINGLIN s with the following in | | | | | | | |
| Pool Name and Code. Is all production from same source of some same source of some same source of some source of so | certified mail of the prop | | ∑Yes □N | 0 | | | | | |
| | | LEASE COMMIN s with the following in | | | | | | | |
| (1) Complete Sections A and E. | i lease attach sheet | s with the following in | noi mation | | | | | | |
| | | | | | | | | | |
| (I | / | ORAGE and MEA | | | | | | | |
| (1) Is all production from same source of s | | ets with the following | min mation | | | | | | |
| (2) Include proof of notice to all interest o | | | | | | | | | |
| (E) AI | | RMATION (for all s with the following in | | vpes) | | | | | |
| (1) A schematic diagram of facility, include | | Me tonowing it | | | | | | | |
| (2) A plat with lease boundaries showing (3)(3) Lease Names, Lease and Well Number | | ons. Include lease number | ers if Federal or Sta | ate lands are involved. | | | | | |
| I hereby certify that the information above is | true and complete to the | best of my knowledge an | d belief. | | | | | | |
| SIGNATURE INTUITY TO | UNIXI | TLE:_ Regulatory Profes | | DATE:_ 5-4-2 | 022 | | | | |
| TYPE OR PRINT NAME: Jenny Harms | | | TEL | EPHONE NO.:_ 405-55 | 2-6560 | | | | |
| E-MAIL ADDRESS:_ Jenny.harms@dvn.co | m | | | | | | | | |

- (1) The proposed commingling includes production from more than one:
- (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution;

Proposal for RIGHT MEOW 31 CTB 7

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

| Well Name | API | LOCATION | FORMATION | LEASES | | |
|------------------|---------|------------------|-----------------------|-------------|-------------|-------------|
| RIGHT MEOW 31-7 | | | [98248] WC-025 G-08 | | | |
| FED COM 717H | 30-025- | B-31-23S-32E 200 | S243217P; UPR | NMNM018848- | NMNM077064- | NMNM068084- |
| FED COINI /1/H | 48492 | FNL 1515 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| RIGHT MEOW 31-7 | | | [98248] WC-025 G-08 | | | |
| FED COM 627H | 30-025- | B-31-23S-32E 200 | S243217P; UPR | NMNM018848- | NMNM077064- | NMNM068084- |
| FED COINI 027H | 48491 | FNL 1455 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| RIGHT MEOW 31-6 | | | [98248] WC-025 G-08 | | | |
| FED COM 716H | 30-025- | A-31-23S-32E 350 | S243217P; UPR | NMNM018848- | NMNM139371- | NMNM077064- |
| FED COINI / 10H | 48460 | FNL 1155 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| RIGHT MEOW 31-6 | | | [98248] WC-025 G-08 | | | |
| FED COM 626H | 30-025- | A-31-23S-32E 350 | S243217P; UPR | NMNM018848- | NMNM139371- | NMNM077064- |
| FED COIVI 020H | 48459 | FNL 1095 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| | | | | | | |
| MAGIC CAT 30 FED | 30-025- | P-30-23S-32E 300 | [53805] SAND DUNES; | NMNM066924- | NMNM086927- | |
| COM 212H | 47687 | FSL 1222 FEL | BONE SPRING, SOUTH | 12.5% | 12.5% | |
| MAGIC CAT 30 FED | 30-025- | P-30-23S-32E 300 | [53805] SAND DUNES; | NMNM066924- | NMNM086927- | |
| COM 211H | 47689 | FSL 1288 FEL | BONE SPRING, SOUTH | 12.5% | 12.5% | |
| MAGIC CAT 30-19 | 30-025- | O-30-23S-32E | WC-025 G-08 S243217P; | NMNM086927 | NMNM066924 | NMNM0559539 |
| FED COM 623H | 47693 | 240 FSL 1966 FEL | UPR WOLFCAMP | 12.5% | 12.5% | 12.5% |
| | | | [98248] WC-025 G-08 | | | |
| MAGIC CAT 30-19 | 30-025- | P-30-23S-32E 240 | S243217P; UPR | NMNM086927 | NMNM066924 | NMNM0559539 |
| FED COM 624H | 47690 | FSL 611 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| | | | [98248] WC-025 G-08 | | | |
| MAGIC CAT 30-19 | 30-025- | O-30-23S-32E | S243217P; UPR | NMNM086927 | NMNM066924 | NMNM0559539 |
| FED COM 713H | 47694 | 240 FSL 1999 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| | | | [98248] WC-025 G-08 | | | |
| MAGIC CAT 30-19 | 30-025- | P-30-23S-32E 240 | S243217P; UPR | NMNM086927 | NMNM066924 | NMNM0559539 |
| FED COM 714H | 47691 | FSL 644 FEL | WOLFCAMP | 12.5% | 12.5% | 12.5% |
| | | | | | | |
| | | | | | | |
| | | | | | | |

CA:

- RIGHT MEOW 31-7 FED COM 717H & RIGHT MEOW 31-7 FED COM 627H will share one 400.08 ac Comm Agreement.
- RIGHT MEOW 31-6 FED COM 716H & RIGHT MEOW 31-6 FED COM 626H will share one 320.11 ac Comm Agreement.
- MAGIC CAT 30 FED COM 212H will have its own 160 ac Comm Agreement.
- MAGIC CAT 30 FED COM 211H will have its own 160 ac Comm Agreement.
- MAGIC CAT 30-19 FED COM 623H, MAGIC CAT 30-19 FED COM 624H, MAGIC CAT 30-19 FED COM 713H, MAGIC CAT 30-19 FED COM 714H will share one 640 acre Comm Agreement for Wolfcamp.

Oil & Gas metering:

The Right Meow 31 CTB 7 central tank battery is in the S/2, NW/4, NE/4 of S31, T23S, R32E in Lea County, NM.

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

- 3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.
- 3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) and then ULPS(s) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

Flash gas from oil conditioning is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

3-Phase water flows through an independent and designated magnetic meter for rate allocation. The water then flows into a manifold where it is combined with water from other 3-Phases. The combined stream flows into one of the water tanks for storage.

The central tank battery has three oil tanks and three water tanks that all wells utilize. All wells have one common gas delivery point(s) on location and one common oil delivery point(s) (LACT) on or directly adjacent to location.

Secondary recovery will utilize recycled or buyback gas for gas lift. The gas is compressed and flows through and individual orifice meter to each wellhead.

| Well Name | Individual Meters | | | | | |
|------------------------------|-------------------|----------------|------------------|--|--|--|
| wen Name | Gas Allocation | Oil Allocation | Water Allocation | | | |
| RIGHT MEOW 31-6 FED COM 626H | DVN/* | DVN/* | DVN / * | | | |
| RIGHT MEOW 31-6 FED COM 716H | DVN/* | DVN/* | DVN / * | | | |
| RIGHT MEOW 31-7 FED COM 627H | DVN / * | DVN/* | DVN / * | | | |
| RIGHT MEOW 31-7 FED COM 717H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30 FED COM 211H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30 FED COM 212H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30-19 FED COM 713H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30-19 FED COM 623H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30-19 FED COM 624H | DVN / * | DVN / * | DVN / * | | | |
| MAGIC CAT 30-19 FED COM 714H | DVN / * | DVN / * | DVN / * | | | |
| Common Meters | | | | | | |
| VRU Allocation | DVN / * | | | | | |
| Gas FMP #1 | DCP / * | | | | | |
| Gas FMP #2 | DCP / * | | | | | |
| Gas FMP #3 | DCP / * | | | | | |
| Oil FMP | ENLINK / * | | | | | |

Meter Owner / Serial Number:

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

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). NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

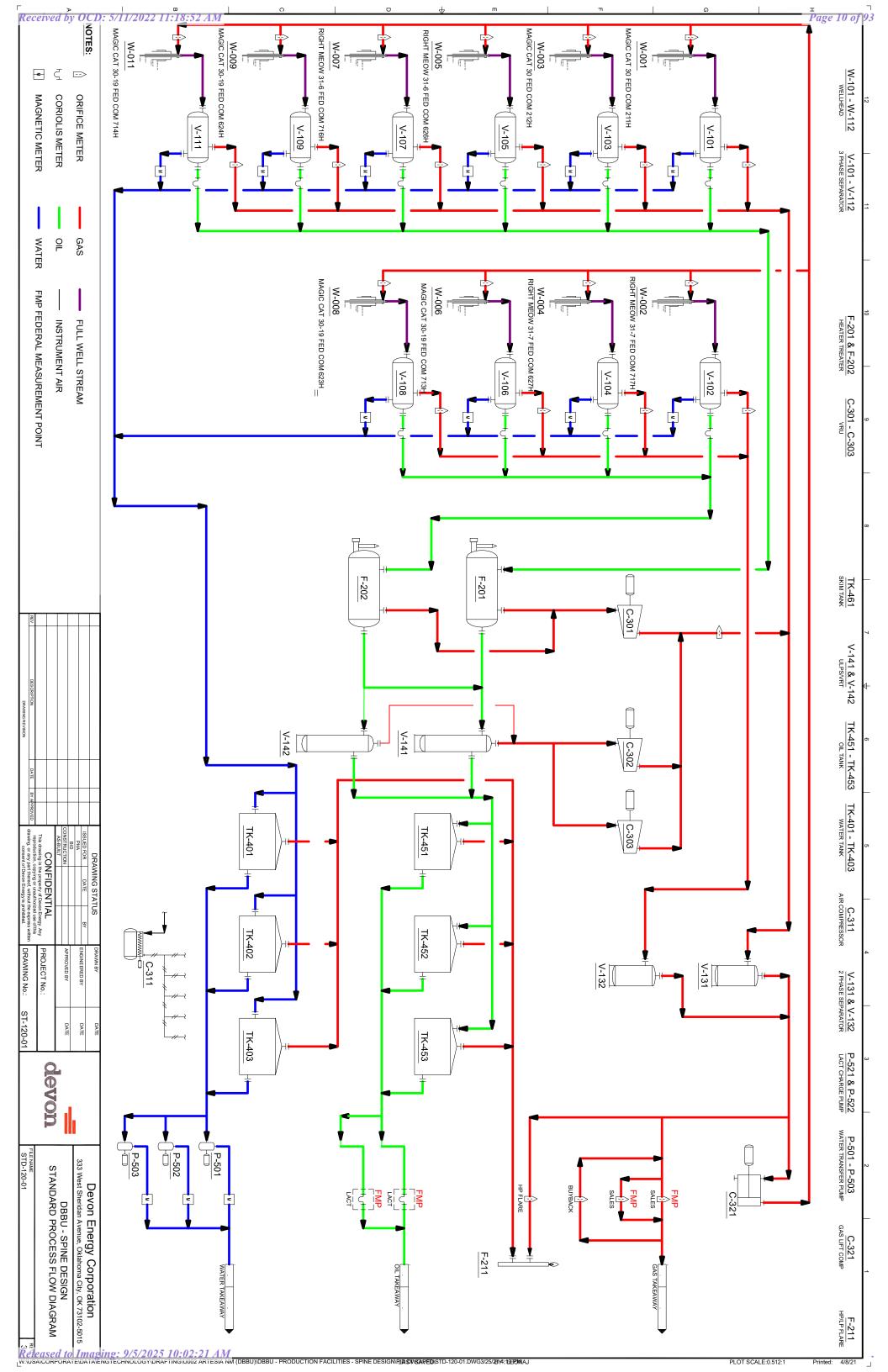
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

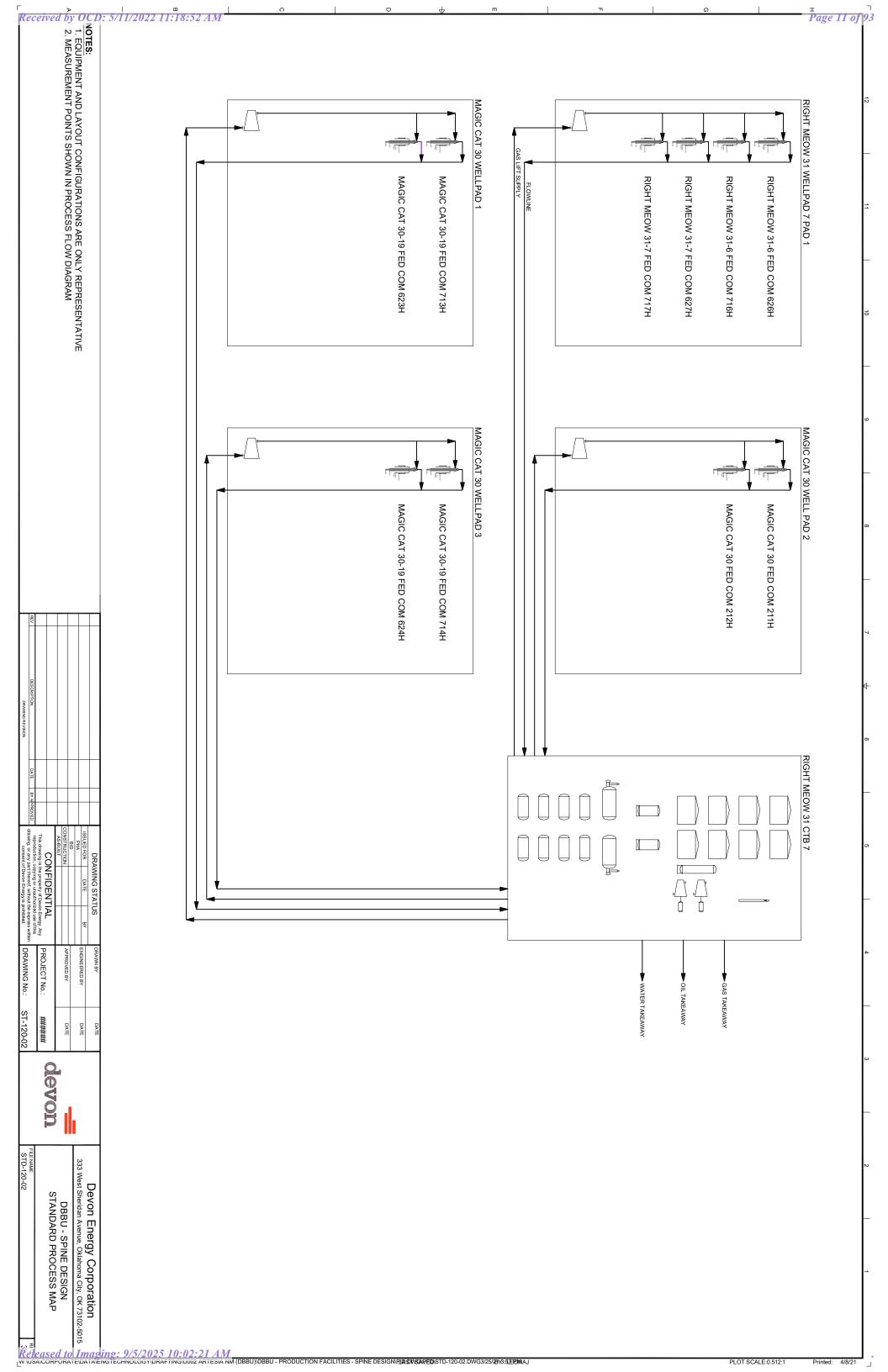
- 1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) Beginning Tank Inventory.
- 2. Available oil for sale is calculated by Pipeline LACT (FMP) + Beginning Tank Inventory.
- 3. Theoretical % is calculated by dividing each oil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

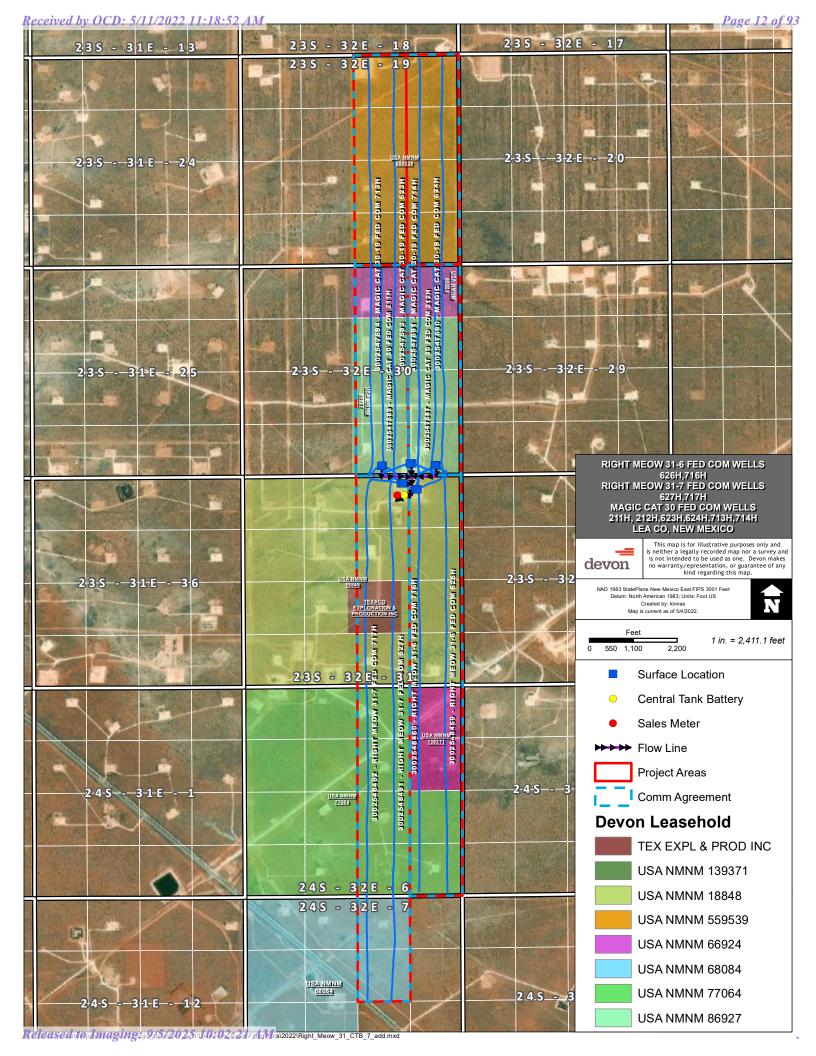
WATER ALLOCATION

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

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







Economic Justification Report

RIGHT MEOW 31 CTB 7

| Well Name & Number | Туре | Fed Lease 1 | Royalty Rate | Fed Lease 2 (if applicable) | Royalty Rate | Fed Lease 3 | Royalty Rate | BOPD | Oil Gravity @ 60° | MCFPD | Dry BTU |
|--------------------------------|-------|-------------------------|--------------|--------------------------------|--------------|-------------------|--------------|------|-------------------|-------|---------|
| RIGHT MEOW 31-7 FED COM 717H | Sweet | Please reference commin | gle proposa | l for leases | | | | 2952 | 46 | 8156 | 1401 |
| RIGHT MEOW 31-7 FED COM 627H | Sweet | | | | | | | 3144 | 46 | 8544 | 1401 |
| RIGHT MEOW 31-6 FED COM 716H | Sweet | | | | | | | 3096 | 46 | 8808 | 1401 |
| RIGHT MEOW 31-6 FED COM 626H | Sweet | | | | | | | 3216 | 46 | 8586 | 1401 |
| MAGIC CAT 30 FED COM 212H | Sweet | | | | | | | 577 | 40 | 1014 | 1401 |
| MAGIC CAT 30 FED COM 211H | Sweet | | | | | | | 941 | 40 | 1363 | 1401 |
| MAGIC CAT 30-19 FED COM 623H* | Sweet | | | | | | | 7845 | 46 | 2923 | 1401 |
| MAGIC CAT 30-19 FED COM 624H* | Sweet | | | | | | | 7845 | 46 | 2923 | 1401 |
| MAGIC CAT 30-19 FED COM 713H* | Sweet | | | | | | | 7580 | 46 | 2748 | 1401 |
| MAGIC CAT 30-19 FED COM 714H* | Sweet | | | | | | | 7580 | 46 | 2748 | 1401 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| *Production from off-set wells | | | | | | | | | | | |

| Signed: _ Senny Hanno | Date: 5/11/2022 | Eco | nomic Combin | ed Produ | uction |
|---------------------------|---|---------|-------------------|----------|---------|
| Printed Name: Jenny Harms | Title: Regulatory Compliance Specialist | BOPD | Oil Gravity @ 60° | MCFPD | Dry BTU |
| | • | 13926.0 | 45.0 | 36471.0 | 1425.0 |

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

| TRACKING | STATUS | Name | Street | City | State | Postal Code |
|------------------------|-----------|---|------------------------------|----------------|------------|-------------|
| 9405509898642937755050 | Delivered | CAZADORES ROYALTY PARTNERS III LLC | PO BOX 470249 | FORT WORTH | Texas | 76147 |
| 9405509898642937755142 | Delivered | LJA CHARITABLE INVESTMENTS LLC | 1717 W LOOP SOUTH STE 1800 | HOUSTON | Texas | 77027 |
| 9405509898642937755333 | Delivered | WILLIAM J TLAPEK | PO BOX 472 | ST GENEVIEVE | Missouri | 63670 |
| 9405509898642937755371 | Delivered | TD MINERALS LLC | 8111 WESTCHESTER DR STE 900 | DALLAS | Texas | 75225 |
| 9405509898642937755487 | Delivered | COYOTE OIL & GAS LLC | PO BOX 1708 | HOBBS | New Mexico | 88241 |
| 9405509898642937755531 | Delivered | ONRR ROYALTY MANAGEMENT PROGRAM | PO BOX 25627 | DENVER | Colorado | 80225-0627 |
| 9405509898642937755548 | Delivered | PEGASUS RESOURCES II LLC | PO BOX 470698 | FORT WORTH | Texas | 76147 |
| 9405509898642937755593 | Delivered | MCMULLEN MINERALS LLC | PO BOX 470857 | FORT WORTH | Texas | 76147 |
| 9405509898642199660208 | Delivered | MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & | 3100 MONTICELLO AVE STE 500 | DALLAS | Texas | 75205 |
| 9405509898642937755722 | Delivered | THE OAKASON JR CO LC BANK OF AMERICA NA AGENT | PO BOX 840738 | DALLAS | Texas | 75284-0738 |
| 9405509898642937755654 | Delivered | EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST | 1000 4TH ST | ROSWELL | New Mexico | 88201 |
| 9405509898642199660284 | Delivered | DRAGOON CREEK MINERALS LLC | PO BOX 470857 | FORT WORTH | Texas | 76147 |
| 9405509898642937755913 | Delivered | RICHARDSON MINERAL & ROYALTY LLC | PO BOX 2423 | ROSWELL | New Mexico | 88202 |
| 9405509898642937755937 | Delivered | ANDRA COCCIMIGLIO | PO BOX 712091 | SALT LAKE CITY | Utah | 84171-2091 |
| 9405509898642937755845 | Delivered | PEGASUS RESOURCES NM LLC | PO BOX 735082 | DALLAS | Texas | 75373-5082 |
| 9405509898642937756026 | Delivered | PEGASUS RESOURCES LLC | PO BOX 470698 | FORT WORTH | Texas | 76147 |
| 9405509898642937756040 | Delivered | GALLEY NM ASSETS LLC | 5909 WEST LOOP SOUTH STE 520 | BELLAIRE | Texas | 77401 |
| 9405509898642937756149 | Delivered | JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABER | 3018 E KSEL DR | SANDY | Utah | 84092 |
| 9405509898642937756217 | Delivered | JUSTIN T CRUM | PO BOX 3598 | ROSWELL | New Mexico | 88202 |
| 9405509898642937756224 | Delivered | JAVELINA PARTNERS | 616 TEXAS ST | FT WORTH | Texas | 76102-4612 |

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



| Well Name | Well Number | US Well Number | Lease Number | Case Number | Operator |
|----------------|-------------|----------------|--------------|-------------|----------|
| RIGHT MEOW 31- | 716H | 3002548460 | NMNM18848 | NMNM18848 | DEVON |
| RIGHT MEOW 31- | 627H | 3002548491 | NMNM18848 | NMNM18848 | DEVON |
| RIGHT MEOW 31- | 626H | 3002548459 | NMNM18848 | NMNM18848 | DEVON |
| MAGIC CAT 30- | 623H | 3002547693 | NMNM86927 | NMNM86927 | DEVON |
| MAGIC CAT 30- | 714H | 3002547691 | NMNM86927 | NMNM86927 | DEVON |
| RIGHT MEOW 31- | 717H | 3002548492 | NMNM18848 | NMNM18848 | DEVON |
| MAGIC CAT 30- | 713H | 3002547694 | NMNM86927 | NMNM86927 | DEVON |
| MAGIC CAT 30 | 212H | 3002547687 | NMNM86927 | NMNM86927 | DEVON |
| MAGIC CAT 30- | 624H | 3002547690 | NMNM86927 | NMNM86927 | DEVON |
| MAGIC CAT 30 | 211H | 3002547689 | NMNM86927 | NMNM86927 | DEVON |

Notice of Intent

Sundry ID: 2670066

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 05/04/2022 Time Sundry Submitted: 12:14

Date proposed operation will begin: 05/04/2022

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE 43 CFR 3173.14 (a)(1)(i-iv) (1) The proposed commingling includes production from more than one: (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution; Proposal for RIGHT MEOW 31 CTB 7 Devon Energy Production Company, LP is requesting

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Right_Meow_31_CTB_7_Phase_2_5_3_2022_20220504121335.pdf

Page 1 of 2

Operator

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

Operator Electronic Signature: JENNY HARMS Signed on: MAY 04, 2022 12:14 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Professional **Street Address:** 333 West Sheridan Avenue

City: Oklahoma City State: OK

Phone: (405) 552-6560

Email address: jennifer.harms@dvn.com

| R | e | pr | es | en | tati | ve | N | lam | e: |
|---|---|----|----|----|------|----|---|-----|----|
|---|---|----|----|----|------|----|---|-----|----|

Street Address:

City: State: Zip

Phone:

Email address:

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240

District IV

160

Phone: (575) 393-6161 Fax: (575) 393-0720

<u>District II</u>

811 S. First St., Artesia, NM 88210

Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170

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

₩.

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X AMENDED REPORT
AS-DRILLED

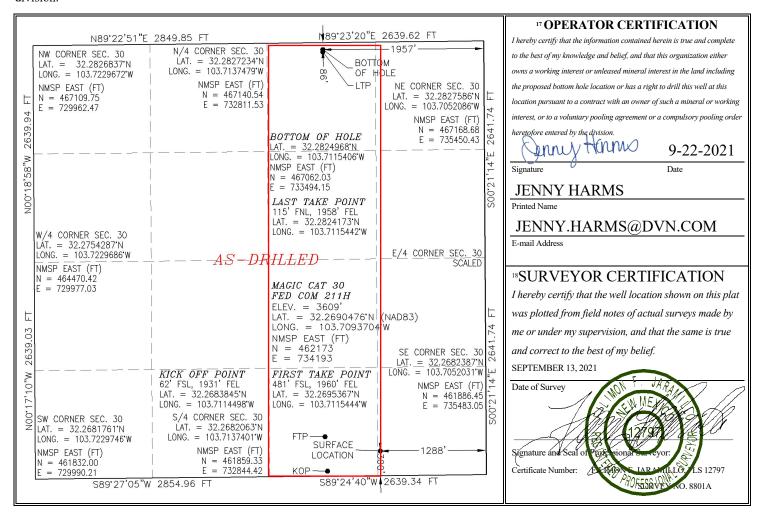
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Number 30-025-476 | ² Pool Code [53805] | SAND DUNES; BONE SPRING, SOUTH | | |
|------------------------------------|-----------------------------------|--|------------------------|--|
| ⁴ Property Code 330230 | | ⁵ Property Name C CAT 30 FED COM 211H | | |
| ⁷ OGRID No. | 8 O _I | perator Name | ⁹ Elevation | |
| 6137 | DEVON ENERGY PRO | 3609 | | |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range Lot Idr | | Feet from the | North/South line | Feet from the | East/West line | County | | | | |
|-------------------|--|--------------|--|---------|---------------|------------------|---------------|----------------|--------|--|--|--|--|
| P | 30 | 23 S | 32 E | | 300 | 300 SOUTH 1 | | EAST | LEA | | | | |
| | " Bottom Hole Location If Different From Surface | | | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | | |
| В | 30 | 23 S | 23 S 32 E 86 NORTH 1957 EAST LEA | | | | | | | | | | |
| 12 Dedicated Acre | s 13 Joint | or Infill 14 | Consolidation | n 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.



| Inten | t | As Dril | led xx | | | | | | | | | | | |
|---|-------------------------|----------------|--------------|---------|------------------|------------|--------------|---------------------|--------------|-------------|-------------|--------------|----------------------|--------------|
| API # |)25-476 | 89 | | | | | | | | | | | | |
| Ope DE\ | rator Na | me: IERGY P | RODUC | CTION | I | Prop MA | | Well Number 211H | | | | | | |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL O | Section 30 | Township 23S | Range 32E | Lot | Feet 62 | | From N | | Feet 1931 | | From | n E/W ST | County LEA | |
| 132.2 | ude 268384 | 5 | | | Longitu 103.7 | | 498 | | | | | | NAD 83 | |
| First Take Point (FTP) | | | | | | | | | | | | | | |
| UL O | Section 30 | Township 23S | Range 32E | Lot | Feet 481 | | From N | | Feet 1960 | | From | n E/W ST | County LEA | |
| 132.2 | ude 269536 | 7 | | - | Longitu 103.7 | | 5444 | | | | | | NAD 83 | |
| Last T | āke Poin | t (LTP) | | | | | | | | | | | | |
| UL B | Section 30 | Township 23S | Range 32E | Lot | Feet 115 | | m N/S RTH | Feet 195 | | From EAS | | Count LEA | у | |
| 132.2 | ude 282417 | 3 | | | Longitu 103.7 | | 5442 | | • | | | NAD 83 | | |
| | | | | | | | | | | | | | | |
| Is this | s well the | defining v | vell for th | e Horiz | ontal Sp | oacin | g Unit? | | YES | | | | | |
| Is this | s well an | infill well? | | NO |] | | | | | | | | | |
| | ll is yes p ng Unit. | lease prov | ide API if | availab | le, Opei | rator | Name | and v | vell nu | mbei | r for [| Definir | ng well fo | r Horizontal |
| API# | : | | | | | | | | | | | | | |
| Operator Name: Property Name: Well Number | | | | | | | | | | | Well Number | | | |
| | | | | | | | | | | | | | | |

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

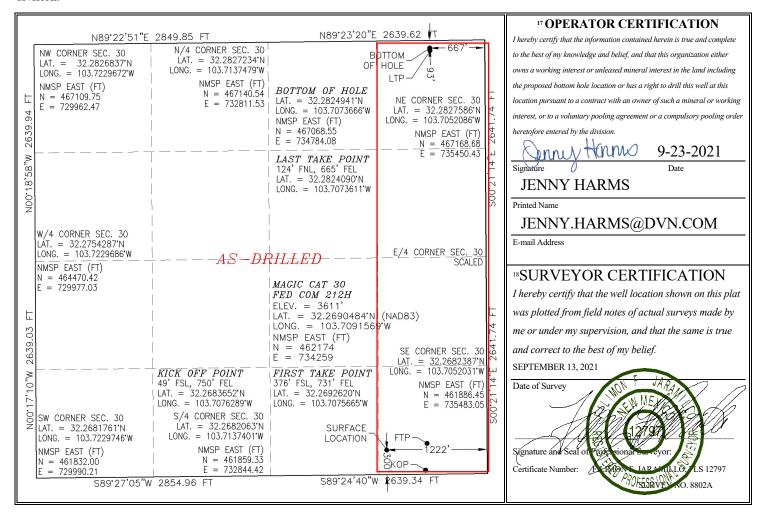
| ¹ API Numbe 30-025-4768 | ² Pool Code 53805 | UTH | | | |
|---------------------------------------|---------------------------------|---------------|--------------------------|--|--|
| ⁴ Property Code | ⁵ Pr | operty Name | ⁶ Well Number | | |
| | MAGIC C | AT 30 FED COM | 212H | | |
| ⁷ OGRID No. | 8 OI | perator Name | ⁹ Elevation | | |
| 6137 | DEVON ENERGY PRO | 3611 | | | |

¹⁰ Surface Location

| | UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---|---------------|---------|----------|-------------|----------|---------------|------------------|---------------|----------------|--------|
| | P | 30 | 23 S | 32 E | | 300 | SOUTH | 1222 | EAST | LEA |
| , | | | | 11 J | Rottom H | ole Location | If Different Fro | om Surface | | |

| UL or lot no. | Section 30 | Township 23 S | Range 32 E | Lot Idn | Feet from the 93 | North/South line NORTH | Feet from the 667 | East/West line EAST | County LEA |
|-------------------|-----------------------|---------------|---------------|---------|------------------|------------------------|-------------------------|------------------------|---------------|
| 12 Dedicated Acre | s ¹³ Joint | or Infill 14 | Consolidation | n 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.



| Intent | t | As Dril | led xx | | | | | | | | | | | |
|------------------------|---|----------------|--------------|----------|------------------|---------|-----------------|-------------|-------------|----------|-------|-------------|----------------------|---------------------|
| API # | 25-476 | 87 | | | | | | | | | | | | |
| Ope DE\ | rator Nai | me: IERGY P | RODU | CTION | 1 | - | erty N GIC C | | | ED C | ОМ | | | Well Number 212H |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL P | Section 30 | Township 23S | Range 32E | Lot | Feet 49 | | From N | | Feet 750 | | From | n E/W ST | County LEA | |
| Latitu | | | | | Longitu 103.7 | ıde | | | | | | | NAD 83 | |
| First Take Point (FTP) | | | | | | | | | | | | | | |
| UL P | Section 30 | Township 23S | Range 32E | Lot | Feet 376 | | From N | | Feet 731 | | From | n E/W | County LEA | |
| Latitu | | | | | Longitu 103.7 | ıde | | | | | | | NAD 83 | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | | |
| UL A | Section 30 | Township 23S | Range 32E | Lot | Feet 124 | | n N/S RTH | Feet 665 | | From EAS | - | Count | У | |
| Latitu 32.2 | ide 282409 | 0 | | <u> </u> | Longitu 103.7 | | 611 | | | | | NAD 83 | | |
| | | | | | | | | | | | | | | |
| Is this | well the | defining v | vell for th | e Horiz | zontal Sp | oacing | g Unit? | _ | YES |] | | | | |
| Is this | well an | infill well? | | NO | | | | | | | | | | |
| | l is yes p ng Unit. | lease prov | ide API if | availab | ole, Oper | rator I | Name | and v | vell n | umbei | for [| Definir | ng well fo | r Horizontal |
| API# | | | | | | | | | | | | | | |
| Ope | Operator Name: Property Name: Well Number | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

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

320.11

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
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District Office

X AMENDED REPORT

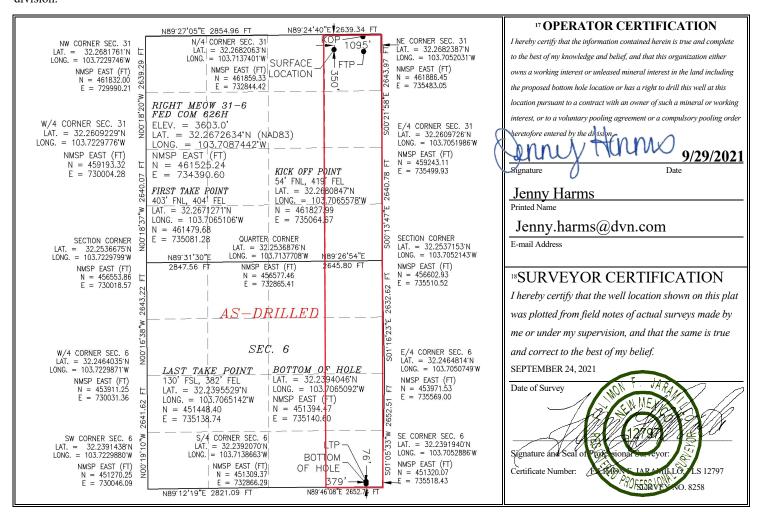
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe | er | ² Pool Code | | | |
|----------------------------|-----|-------------------------|------------------------|--------------------------|--|
| 30-025-484 | 159 | 98248 | PR WOLFCAMP | | |
| ⁴ Property Code | | ⁵ Pr | operty Name | ⁶ Well Number | |
| 328297 | | RIGHT MEC | OW 31-6 FED COM | 626H | |
| ⁷ OGRID No. | | 8 O _I | perator Name | ⁹ Elevation | |
| 6137 | | DEVON ENERGY PRO | DDUCTION COMPANY, L.P. | 3603.0 | |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | |
|--|---------|----------|-------|----------------|---------------|------------------|---------------|----------------|--------|--|--|
| A | 31 | 23 S | 32 E | 32 E 350 NORTH | | 1095 | EAST | LEA | | | |
| " Bottom Hole Location If Different From Surface | | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | |
| P | 6 | 24 S | 32 E | | 76 | SOUTH | 379 | EAST | LEA | | |
| 12 Dedicated Acres 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.



| Inten | t | As Dril | led xx | | | | | | | | | | | |
|--------------------|---------------|-----------------|--------------|---------|------------------|--------------------------|---------------|-------------|-------------|--------|---------|------------------|---------------|---------------------|
| API # |)25-484 | .59 | | | | | | | | | | | | |
| Ope DE\ | rator Na | me: IERGY P | PRODUC | OITC | N | Proper RIGH | | | | -6 FE | D C | ОМ | | Well Number 626H |
| Kick (| Off Point | (KOP) | | | | | | | | | | | | |
| UL A | Section 31 | Township 23S | Range 32E | Lot | Feet 54 | | rom N/ | | Feet 419 | | From | E/W | County LEA | |
| Latitu 32.2 | ude 268084 | 7 | | | Longitu 103.7 | rde 706557 | 78 | | | | | | NAD 83 | |
| First ⁻ | Гаke Poir | nt (FTP) | | | | | | | | | | | , | |
| UL A | Section 31 | Township 23S | Range 32E | Lot | Feet 403 | | rom N/ ORT | | Feet 404 | | From | E/W T | County LEA | |
| Latitu 32.2 | ude 267127 | 1 | | | Longitu 103.7 | ^{ide} 706510 | 06 | | | | | | NAD 83 | |
| | ake Poin | 1 | l n | | F | T = | 116 | F | | | - // 4/ | 6 | | |
| UL P | Section 6 | Township 24S | Range 32E | Lot | Feet 130 | From N SOUT | | Feet 382 | | From I | - | Count | ty | |
| 132.2 | ude 239552 | .9 | | | Longitu 103.7 | ^{ide} 706514 | 42 | | | | | NAD 83 | | |
| | | defining v | vell for th | e Horiz | zontal Sp | pacing U | Jnit? | | Υ |] | | | | |
| | ng Unit. | lease prov | ide API if a | availab | ole, Oper | rator Na | ıme a | nd v | vell n | umber | for [| Definir | ng well fo | r Horizontal |
| | | me: | | | | Proper | rtv Ni | mo: | | | | | | Well Number |
| Оре | rator Nai | me. | | | | Proper | ity INa | апте: | | | | | | well Number |
| _ | | | | | | | | | | _ | _ | | | |

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

District III

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320.11

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

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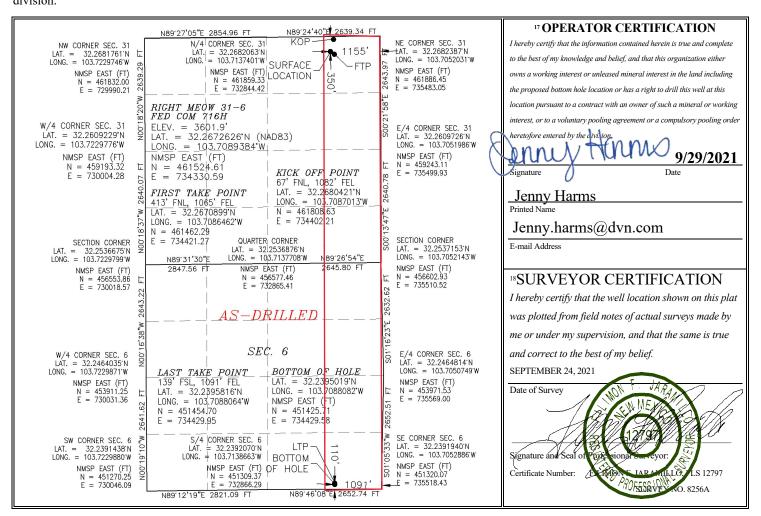
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe | er | ² Pool Code | | | | | | | | |
|----------------------------|----|------------------------|--------------------------|------------------------|--|--|--|--|--|--|
| 30-025-484 | 60 | 98248 | WOLFCAMP | | | | | | | |
| ⁴ Property Code | | 5 P1 | Property Name 6 Well Num | | | | | | | |
| 328297 | | RIGHT MEG | OW 31-6 FED COM | 716H | | | | | | |
| ⁷ OGRID No. | | 8 O _l | perator Name | ⁹ Elevation | | | | | | |
| 6137 | Ι | DEVON ENERGY PRO | ODUCTION COMPANY, L.P. | 3601.9 | | | | | | |

[™] Surface Location

| Surred Education | | | | | | | | | | | | |
|--|--|-----------|-------|---------|---------------|------------------|---------------|----------------|--------|--|--|--|
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | |
| A | 31 | 23 S 32 E | | | 350 | NORTH | 1155 | EAST | LEA | | | |
| " Bottom Hole Location If Different From Surface | | | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | |
| P | P 6 24 S 32 E 110 SOUTH 1091 EAST LEA | | | | | | | | | | | |
| 12 Dedicated Acre | ² Dedicated Acres 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.



| Intent | t | As Dril | led xx | | | | | | | | | | | |
|----------------|--|----------------|------------------|----------|------------------|-------------|--------------|---------------------|--------------|------|-----------|--------------|----------------------|--------------|
| API # | 25-484 | 60 | | | | | | | | | | | | |
| Ope DE\ | rator Nar | ne: IERGY P | RODUC | CTION | I | Prop RIG | | Well Number 716H | | | | | | |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL A | Section 31 | Township 23S | Range 32E | Lot | Feet 67 | | From N | | Feet 1082 | | From | n E/W ST | County LEA | |
| 132.2 | ide 268042 | 1 | Longitu 103.7 | | 013 | | | | | | NAD 83 | | | |
| First 1 | āke Poin | it (FTP) | | | | | | | | | | | | |
| UL A | Section 31 | Township 23S | Range 32E | Lot | Feet 413 | | From N | | Feet 1065 | | From | n E/W ST | County LEA | |
| Latitu 32.2 | ide 267089 | 9 | | <u> </u> | Longitu 103.7 | | 462 | | <u>I</u> | | | | NAD 83 | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | | |
| UL P | Section 6 | Township 24S | Range 32E | Lot | Feet 139 | | n N/S JTH | Feet 109 | | From | | Count LEA | У | |
| 32.2 | ^{ide} 239581 | 6 | | | Longitu 103.7 | | 064 | | | | | NAD 83 | | |
| ls this | well the | defining v | vell for th | e Horiz | ontal Sp | pacing | g Unit? | | N |] | | | | |
| Is this | well an i | infill well? | | Υ |] | | | | | | | | | |
| | l is yes pl ng Unit. | lease provi | de API if a | availab | le, Oper | rator I | Name : | and v | vell nı | umbe | r for l | Definir | ng well fo | r Horizontal |
| API# | | | | | | | | | | | | | | |
| Ope | rator Nar | me: | 1 | | | Prop | erty N | ame | | | | | | Well Number |
| DEV | DEVON ENERGY PRODUCTION CO., L.P. RIGHT MEOW 31-6 FED COM 626H | | | | | | | | | | | | | |

District I

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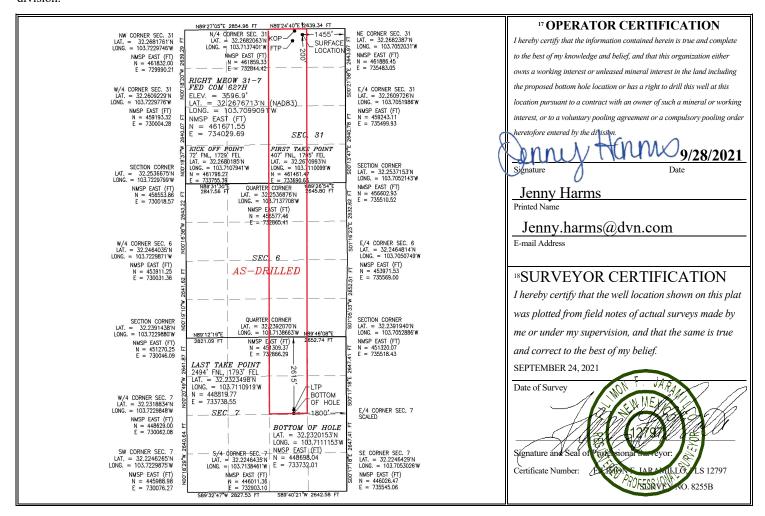
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe | er | ² Pool Code | ³ Pool Name | | | | | | |
|----------------------------|------|-----------------------------|----------------------------|------------------------|--|--|--|--|--|
| 30-025-4 | 8491 | 98248 | WC-025 G-08 S243217P; UPF | P; UPR WOLFCAMP | | | | | |
| ⁴ Property Code | | ⁵ P ₁ | ⁵ Property Name | | | | | | |
| 328297 | | RIGHT MEG | OW 31-7 FED COM | 627H | | | | | |
| ⁷ OGRID No. | | 8 O _l | perator Name | ⁹ Elevation | | | | | |
| 6137 | | DEVON ENERGY PRO | ODUCTION COMPANY, L.P. | 3596.9 | | | | | |

¹⁰ Surface Location

| i | | | | | Bullac | C Location | | | | | | | | | |
|-------------------|--|-----------|---------------|---------|----------------|------------------|---------------|----------------|--------|--|--|--|--|--|--|
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | | | | |
| В | 31 | 23 S | 32 E | | 200 NORTH 14 | | 1455 | 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 | | 2615 | NORTH | 1800 | EAST | LEA | | | | | | |
| 12 Dedicated Acre | s 13 Joint | or Infill | Consolidation | n Code | e 15 Order No. | | | | | | | | | | |
| 400.8 | | | | | | | | | | | | | | | |

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.



| Intent | t | As Dril | led XX | | | | | | | | | | | |
|----------------|------------------------|----------------|--------------|----------|------------------|------------------|----------------|-------------------|-------------------|-------------|-------|-------------|----------------------|---------------------|
| API # | 25-484 | 91 | | | | | | | | | | | | |
| Oper DE\ | rator Nai | me: IERGY P | RODUC | CTION | I | • | erty N HT M | | | -7 FE | ED C | ОМ | | Well Number 627H |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL B | Section 31 | Township 23S | Range 32E | Lot | Feet 72 | | From NOR | | Feet 172 9 | | From | n E/W ST | County LEA | |
| Latitu | | | | | Longitu | Longitude NAD 83 | | | | | | | | |
| First T | ake Poir | nt (FTP) | | | | | | | | | | | | |
| UL B | Section 31 | Township 23S | Range 32E | Lot | Feet 407 | | From N | | Feet 179 5 | | From | n E/W ST | County LEA | |
| Latitu 32.2 | ide 267099 | 3 | | | Longitu 103.7 | | 099 | | | | | | NAD 83 | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | | |
| UL G | Section 7 | Township 24S | Range 32E | Lot | Feet 2494 | | m N/S RTH | Feet 179 3 | | From EAS | | Count | У | |
| Latitu 32.2 | ide 232349 | 8 | | <u>l</u> | Longitu 103.7 | | 919 | l | | | | NAD 83 | | |
| | | | | | | | | | | | | | | |
| Is this | well the | defining v | vell for th | e Horiz | ontal Sp | oacing | g Unit? | | Υ |] | | | | |
| Is this | well an | infill well? | | N |] | | | | | | | | | |
| | l is yes p ng Unit. | lease prov | ide API if | availab | le, Oper | rator | Name | and w | vell nı | umbei | for I | Definir | ng well fo | r Horizontal |
| API# | | | | | | | | | | | | | | |
| Ope | rator Nai | me: | 1 | | | Prop | oerty N | ame: | | | | | | Well Number |
| | | | | | | | | | | | | | | |

District I

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

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 <u>District IV</u>

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico

Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr.

Santa Fe, NM 87505

Form C-102
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M AMENDED REPORT

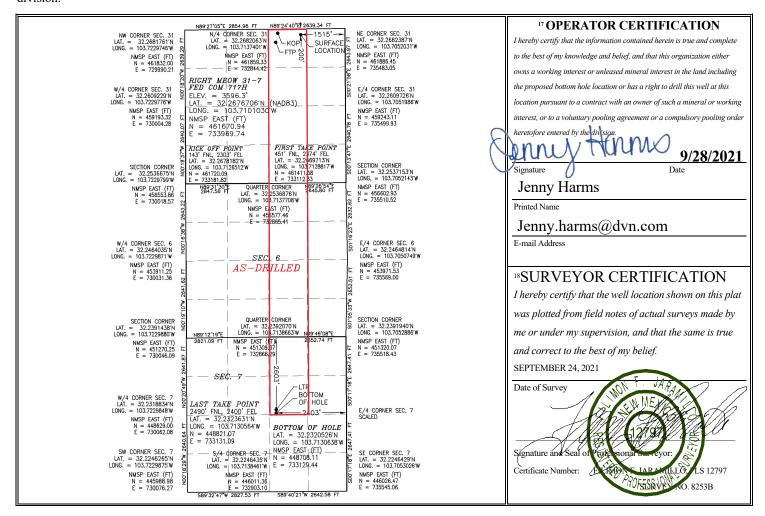
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe 30-025-484 | | ³ Pool Name WC-025 G-08 S243217P;UPR V | RWOLFCAMP | | |
|--------------------------------------|------------------|--|----------------------------------|--|--|
| ⁴ Property Code 328297 | | roperty Name OW 31-7 FED COM | ⁶ Well Number 717H | | |
| ⁷ OGRID No. | 8 O | perator Name | ⁹ Elevation | | |
| 6137 | DEVON ENERGY PRO | ODUCTION COMPANY, L.P. | 3596.3 | | |

¹⁰ Surface Location

| | | | | | - Surrac | c Location | | | | | | | | |
|-------------------|--|--------------|---------------|---------|-----------------|------------------|---------------|----------------|--------|--|--|--|--|--|
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | | | |
| В | 31 | 23 S | 32 E | | 200 | NORTH | 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 | | 2603 | NORTH | 2403 | EAST | LEA | | | | | |
| 12 Dedicated Acre | s 13 Joint | or Infill 14 | Consolidation | n Code | le 15 Order No. | | | | | | | | | |
| 400.8 | | | | | | | | | | | | | | |

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.



| Inten | | As Dril | led xx | | | | | | | | | | | | |
|----------------|--------------------------|----------------|--------------|---------|-----------------------|------------------|------------------|-------------|-------------|-------------|---------|--------------|---------------|---------------------|--|
| API # |)25-484 | 92 |] | | | | | | | | | | | | |
| Ope DE\ | rator Nar | me: NERGY P | PRODUC | 10IT | ١ | | perty N SHT M | | | -7 FE | ED C | ЮМ | | Well Number 717H | |
| Kick (| Off Point | (KOP) | | | | | | | | | | | | | |
| UL B | Section 31 | Township 23S | Range 32E | Lot | Feet 143 | | From NOR | | Feet 230 | | From | n E/W | County LEA | | |
| Latitu 32.2 | ude 267818 | 2 | | | | Longitude NAD 83 | | | | | | | | | |
| First 7 | Take Poin | nt (FTP) | | _ | • | | | _ | _ | _ | _ | _ | | | |
| UL B | Section 31 | Township 23S | Range 32E | Lot | Feet 451 | | From NOR | | Feet 237 | | From | n E/W ST | County LEA | | |
| Latitu 32.2 | ude 266971 | 3 | | | Longitu 103.7 | | 3817 | | | | | | NAD 83 | | |
| Last T | 「ake Poin | t (LTP) | | | | | | | | | | | | | |
| UL G | Section 7 | Township 24S | Range 32E | Lot | Feet 2490 | | om N/S DRTH | Feet 240 | | From EAS | | Count LEA | | | |
| 32.2 | ^{ude} 232363 | 1 | | | Longitu 103.7 | | 0564 | | | | | NAD 83 | | | |
| Is this | s well the | e defining v | vell for th | e Hori: | zontal S _l | pacin | g Unit? | , [| N | | | | | | |
| Is this | s well an | infill well? | | Υ | | | | | | | | | | | |
| | ll is yes p ng Unit. | lease provi | ide API if a | availab | ole, Opei | rator | Name | and v | vell n | umbe | r for I | Definir | ng well fo | r Horizontal | |
| API# | | | | | | | | | | | | | | | |
| Ope | rator Nar | me: | | | | Pro | perty N | lame | • | | | | | Well Number | |
| Devo | on Energy | / Productio | on Compa | ny, L.P |) . | R | ight M | eow 3 | 31-7 F | ed Co | m | | | 627H | |

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

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WELL LOCATION AND ACREAGE DEDICATION PLAT

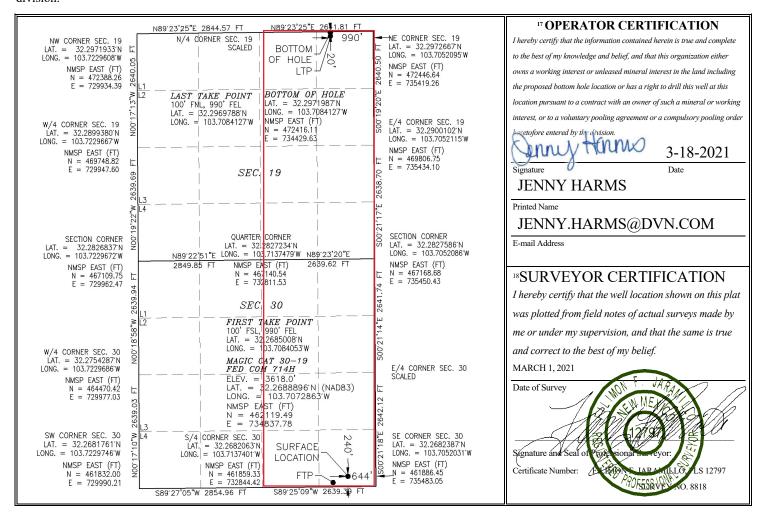
| ¹ API Numbe | er | ² Pool Code | | |
|----------------------------|----|------------------------|----------------------------|--------------------------|
| | | [98248] | WC-025 G-08 S243217P;UPR W | C |
| ⁴ Property Code | | ⁵ Pr | operty Name | ⁶ Well Number |
| | | MAGIC CA | T 30-19 FED COM | 714H |
| ⁷ OGRID No. | | 8 O _I | perator Name | ⁹ Elevation |
| 6137 | | DEVON ENERGY PRO | ODUCTION COMPANY, L.P. | 3618.0 |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|----------|---------------|------------------|---------------|----------------|--------|
| P | 30 | 23 S | 32 E | | 240 | SOUTH | 644 | EAST | LEA |
| | | | 11] | Bottom H | Iole Location | If Different Fr | om Surface | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
| A | 19 | 23 S | 32 E | | 20 | NORTH | 990 | EAST | LEA |

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

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



| Intent | t X | As Dril | led | | | | | | | | | | | |
|----------------|------------------------------|--------------|--------------|---------|------------------|--------------|--------------|-------------|-------------|-------------|-------|--------------|----------------------|---------------------|
| API# | | | | | | | | | | | | | | |
| DE\ | rator Nai /ON EN MPANY | IERGY F | RODU | CTION | I | | erty N | | | 9 FEI |) C(| OM | | Well Number 714H |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL | Section 30 | Township 23S | Range 32E | Lot | Feet 44 FSL | | From N | I/S | Feet 990 | FEL | From | n E/W | County LEA | |
| Latitu | ide 32.26825 | 5411 | | | Longitu -10 | ide 3.708 | 40529 | 9 | | | | | NAD 83 | |
| First 1 | Γake Poir | nt (FTP) | | | | | | | | | | | | |
| UL P | Section 30 | Township 23S | Range 32E | Lot | Feet 100 | | From N | | Feet 990 | | From | n E/W | County LEA | |
| Latitu 32.2 | 1 1de 268500 | 8 | | 1 | Longitu 103.7 | ıde | | | | | | | NAD 83 | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | | |
| UL A | Section 19 | Township 23S | Range 32E | Lot | Feet 100 | From | n N/S RTH | Feet 990 | | From EAS | | Count LEA | У | |
| 132.2 | ^{ide} 296978 | 8 | | | Longitu 103.7 | | 127 | | | | | NAD 83 | | |
| | | | | | 4 | | | | | | | | | |
| Is this | well the | defining v | vell for th | e Horiz | ontal Sp | oacing | Unit? | | NO |] | | | | |
| Is this | well an | infill well? | | YES |] | | | | | | | | | |
| | l is yes p ng Unit. | lease prov | ide API if | availab | le, Oper | rator N | lame : | and v | vell n | umbei | for I | Definir | ng well fo | r Horizontal |
| API# | | | | | | | | | | | | | | |
| Ope | rator Nai | me: | | | | Prop | erty N | lame: | | | | | | Well Number |
| | | | | | | | | | | | | | | |

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

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Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>
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

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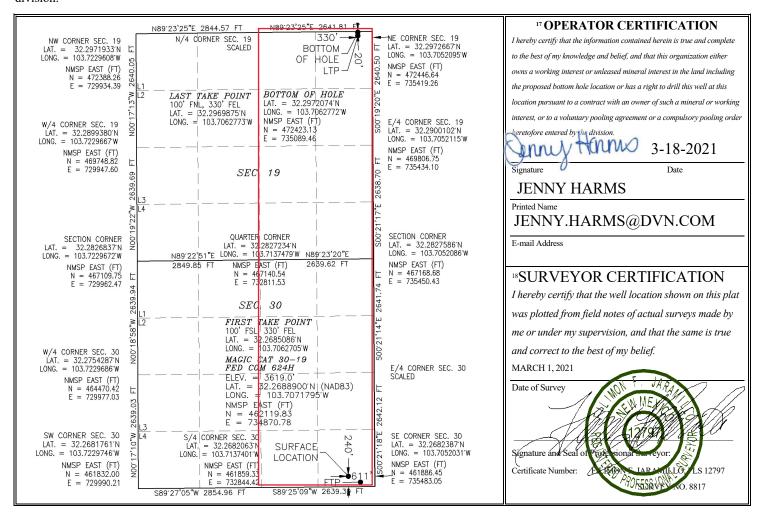
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe | er | ² Pool Code [98248] | | |
|----------------------------|----|-----------------------------------|--------------------------|------------------------|
| ⁴ Property Code | | ⁵ Pr | ⁶ Well Number | |
| | | MAGIC CA | 624H | |
| ⁷ OGRID No. | | 8 O _l | perator Name | ⁹ Elevation |
| 6137 | | DEVON ENERGY PRO | ODUCTION COMPANY, L.P. | 3619.0 |

¹⁰ Surface Location

| | | | | | Surrac | e Location | | | | | | | | |
|-------------------|--|--------------|---------------|---------|------------------|------------------|----------------|----------------|--------|--|--|--|--|--|
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | | | |
| P | 30 | 23 S | 32 E | | 240 | SOUTH | 611 | EAST | LEA | | | | | |
| | " Bottom Hole Location If Different From Surface | | | | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | East/West line | County | | | | | | |
| A | 19 | 23 S | 32 E | | 20 | NORTH | 330 | EAST | LEA | | | | | |
| 12 Dedicated Acre | s 13 Joint | or Infill 14 | Consolidation | n Code | ode 15 Order No. | | | | | | | | | |
| 640 | | | | | | | | | | | | | | |

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



| Inten | t X | As Dril | led | | | | | | | | | | |
|-------------|------------------------------|--------------|--------------|---------------|-----------------|------------------|---------------|----------|------------|---------|-------------|---------------|---------------------|
| API# | | | | | | | | | | | | | |
| DE\ | rator Nai /ON EN MPANY | IERGY F | PRODUC | OITO | N | Propert MAGIO | | | 9 FEI | D C(| OM | | Well Number 624H |
| Kick C | Off Point | (KOP) | | | | | | | | | | | |
| UL | Section 30 | Township 23S | Range 32E | Lot | Feet 47 FSL | | m N/S | Feet | t) FEL | From | n E/W | County LEA | |
| Latitu | ide 2682693 | 30 | | | Longitu -103 | ide 3.706270 |)46 | | | | | NAD 83 | |
| First 1 | Γake Poir | nt (FTP) | | | 1 | | | | | | | 1 | |
| UL P | Section 30 | Township 23S | Range 32E | Lot | Feet 100 | | m N/S OUTH | Feet 330 | | From | n E/W ST | County LEA | |
| Latitu 32.2 | ide 268508 | 6 | | Longitu 103.7 | rde 706270 | 5 | l | | | | NAD 83 | | |
| Last T | ake Poin | t (LTP) | Range | Lot | Feet | From N | ′S Fe | et | From | E/W | Count | ty | |
| A Latitu | 19 Ide | 23S | 32E | | 100 Longitu | NORT | H 33 | 0 | EAS | Τ | LEA NAD | | |
| 32.2 | 296987 | 75 | | | _ | 706277 | 3 | | | | 83 | | |
| | | defining v | vell for th | e Hori: | _ | pacing Ui | nit? | NO | | | | | |
| Spacii | ng Unit. | lease prov | ide API if a | availak | ole, Oper | rator Nar | ne and | well r | number | r for I | Definiı | ng well fo | or Horizontal |
| API# | | | | | | | | | | | | | |
| Ope | rator Nai | me: | | | | Propert | y Nam | e: | | | | | Well Number |
| | | | | | | | | | | | | | K7 06/20/201 |

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District IV

State of New Mexico

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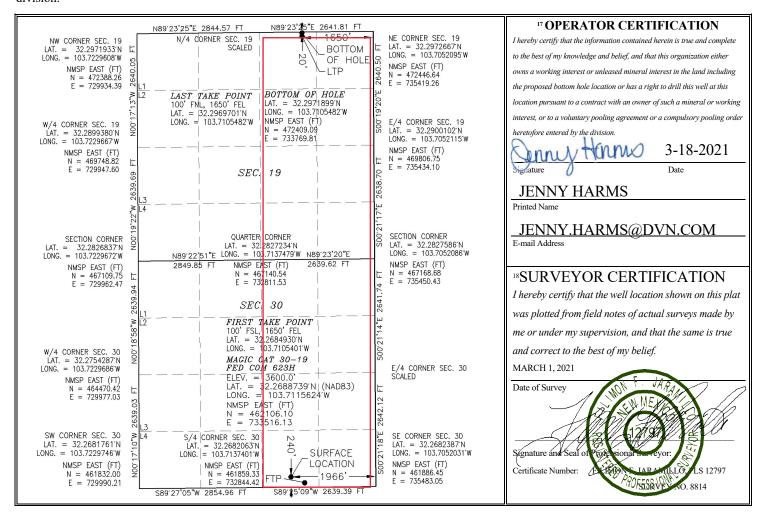
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Number | | ² Pool Code | | | | | | |
|----------------------------|--|----------------------------|-----------------------------|--|--|--|--|--|
| | | [98248] | WC-025 G-08 S243217P:UPR WC | | | | | |
| ⁴ Property Code | | 5 Pı | ⁵ Property Name | | | | | |
| | | MAGIC CAT 30-19 FED COM | | | | | | |
| ⁷ OGRID No. | | ⁸ Operator Name | | | | | | |
| 6137 | | 3600.0 | | | | | | |

¹⁰ Surface Location

| | | | | | 201100 | c Location | | | | |
|--|--------------|----------------------|--------|---------|---------------|-------------------------|---------------|----------------|--------|--|
| UL or lot no. | Section | Township Range Lot I | | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | |
| 0 | 30 | 23 S | 32 E | | 240 SOUT | | 1966 | EAST | LEA | |
| " Bottom Hole Location If Different From Surface | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | |
| В | 19 | 23 S | 32 E | | 20 | NORTH | 1650 | EAST | LEA | |
| 12 Dedicated Acre | or Infill 14 | Consolidation | n 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.



| Inten | t X | As Dril | led | | | | | | | | | | |
|---------|------------------------------|---------------------------------------|--------------|---------|------------------|------------------------------|---------------------|-------------|-------------|---------------|--------------|---------------|---------------|
| API# | | | | | | | | | | | | | |
| DE\ | rator Nar /ON EN MPANY | IERGY P | RODUC | 1 | Prop MA(| | Well Number 623H | | | | | | |
| Kick C | Off Point | (KOP) | | | | | | | | | | | |
| UL | | | | | | | | | | | | County LEA | |
| Latitu | ide 2682309 | 97 | | | Longitu -103. | ide .7105 | 4009 | | l | | | NAD 83 | |
| First 1 | Γake Poin | nt (FTP) | | | 1 | | | | | | | | |
| UL O | Section 30 | · · · · · · · · · · · · · · · · · · · | | | | | Feet 1650 | Fron | n E/W ST | County LEA | | | |
| 132.2 | ^{ide} 268493 | 0 | | | _ | ongitude NA 03.7105401 83 | | | | | | | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | |
| UL B | Section 19 | Township 23S | Range 32E | Lot | Feet 100 | | n N/S RTH | Feet 165 | | | Count LEA | :у | |
| 32.2 | ^{ide} 296970 | 1 | | | Longitu 103.7 | | 482 | | | | NAD 83 | | |
| Is this | s well the | defining v | vell for th | e Hori: | zontal Sp | pacing | g Unit? | | NO | | | | |
| Is this | s well an | infill well? | | YES | | | | | | | | | |
| | l is yes p ng Unit. | lease prov | ide API if | availak | ole, Opei | rator I | Name | and w | vell numbe | r for I | Definir | ng well fo | or Horizontal |
| API# | | | | | | | | | | | | | |
| Ope | rator Nar | me: | | | | Property Name: | | | | | | | Well Number |
| | | | | | | | | | | | | | K7 06/20/2019 |

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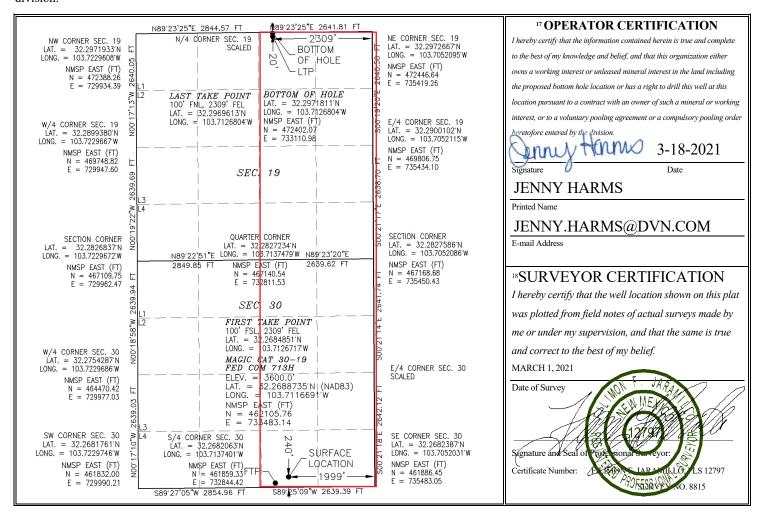
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Number | | ² Pool Code | | | | | | |
|----------------------------|--|---------------------------------------|----------------------------|--------------------------|--|--|--|--|
| | | [98248] | WC-025 G-08 S243217P;UPR W | C | | | | |
| ⁴ Property Code | | ⁵ Pr | operty Name | ⁶ Well Number | | | | |
| | | MAGIC CAT 30-19 FED COM | | | | | | |
| ⁷ OGRID No. | | 8 Operator Name | | | | | | |
| 6137 | | DEVON ENERGY PRODUCTION COMPANY, L.P. | | | | | | |

¹⁰ Surface Location

| _ | Surface Ecounon | | | | | | | | | | | | | |
|--|--|----------|---------------|---------|--------------------------------|------------------|---------------|----------------|--------|--|--|--|--|--|
| UL or lot no. | Section | Township | Range Lot Idn | | n Feet from the North/South li | | Feet from the | East/West line | County | | | | | |
| 0 | 30 | 23 S | 32 E | | 240 | SOUTH | 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 | | | | | |
| В | 19 | 23 S | 32 E | | 20 | NORTH | 2309 | EAST | LEA | | | | | |
| 12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No. | | | | | | | | | | | | | | |
| 640 | | | | | | | | | | | | | | |

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



| Inten | t X | As Dril | led | | | | | | | | | | | |
|----------------------------------|--|--------------|-------------------------------|--|------------------|------------------------------|--------------|-------------|---------------------|-------------|------|------------------------|---------------|-------------|
| API# | | | | | | | | | | | | | | |
| DE\ | rator Na /ON EN MPANY | IERGY F | N | Property Name: MAGIC CAT 30-19 FED COM | | | | | | | | Well Number 713H | | |
| Kick C | Off Point | (KOP) | | | | | | | | | | | | |
| UL | Section 30 | Township 23S | Range 32E | Lot | Feet 42 FSL | | From N | I/S | Feet 2309 | FEL | From | n E/W | County LEA | |
| Latitu 32. | ude .268233 | 35 | | <u> </u> | Longitu -103. | ide 7126 | 7165 | | | | | | NAD 83 | |
| First 1 | Гаke Poir | nt (FTP) | | | | | | | | | | | | |
| UL O | Section 30 | Township 23S | Range Lot Feet Fro 32E 100 SC | | | | | | Feet Fro 2309 EA | | | n E/W County ST LEA | | |
| 132.2 | ude 268485 | 1 | | | _ | Longitude 103.7126717 | | | | | | | | |
| Last T | ake Poin | t (LTP) | | | | | | | | | | | | |
| UL B | Section 19 | Township 23S | Range 32E | Lot | Feet 100 | | n N/S RTH | Feet 230 | | From EAS | | Count | cy . | |
| 132.2 | ^{ude} 296961 | 3 | | | _ | Longitude NAD 103.7126804 83 | | | | | | | | |
| | | | | | | | | | | | | | | |
| Is this | well the | defining v | vell for th | e Hori | zontal Sp | oacing | 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# | : | | | | | | | | | | | | | |
| Ope | rator Na | me: | 1 | | | Property Name: | | | | | | | | Well Number |
| | | | | | | | | | | | | | | |

Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of February 2021, 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 Wolfcamp 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 <u>February 1, 2021</u> 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. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

| | Devon Energy Production Company, L.P. (Operator, Record Title and Working Interest Owner) |
|--|--|
| —————————————————————————————————————— | By: Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

| STATE OF | |
|---|---|
| COUNTY OF) | SS. |
| This instrument was acknowledged before 20, by Catherine Lebsack, Vice Pres Oklahoma limited partnership, on behalf | ident for Devon Energy Production Company, L.P., an |
| (SEAL) | |
| My Commission Expires | Notary Public |

EXHIBIT "A"

To Communitization Agreement dated February 1, 2021, 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 716H

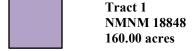
SHL: 350' FNL & 1155' FEL, Sec 31-23S-32E BHL: 20' FSL & 990' FEL, Sec 6-24S-32E

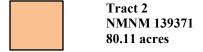
(Defining well)

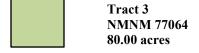
Right Meow 31-6 Fed Com 626H

SHL: 350' FNL & 1095' FEL, Sec 31-23S-32E BHL: 20' FSL & 400' FEL, Sec 6-24S-32E

(Infill well)







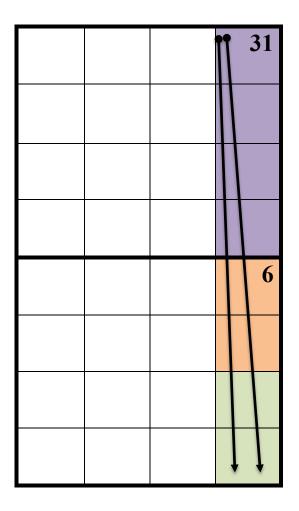


EXHIBIT "B"

To Communitization Agreement dated February 1, 2021, 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

Lease Date: August 1, 1973

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Ralph D. Wharton

Present Lessee: Chevron USA Inc.

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

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

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

Tract No. 2

Lease Serial Number: USA NMNM 139371

Lease Date: November 1, 2019

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Percheron Professional Holdings, LLC

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

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

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

Name of ORRI Owners: None

Tract No. 3

Lease Serial Number: USA NMNM 77064

Lease Date: September 1, 1988

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Exxon Corporation

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

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

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

Name of ORRI Owners: None

RECAPITULATION

| | | Percentage of Interest in |
|-------------|------------------------|---------------------------|
| TRACT No. | No. of Acres Committed | 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% |

| | Chevron USA Inc. Record Title Owner) | |
|-----------|---|----|
| Date N | By: Iame: Title: | |
| | | |
| STATE OF | Τ IN A REPRESENTATIVE CAPACITY SS | |
| COUNTY OF | | |
| | before me on | of |
| (Seal) | Signature of Notarial My Commission Expires: | |

Federal Communitization Agreement

| Contract No. | |
|--------------|--|
| | |

THIS AGREEMENT entered into as of the 1st day of February, 2021 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 Wolfcamp 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 <u>February 1, 2021</u> 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. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

| | Devon Energy Production Company, L.P. (Operator, Record Title and Working Interest Owner) |
|------|--|
| Date | By: Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

| STATE OF | |
|---|--|
| COUNTY OF) | SS. |
| This instrument was acknowledged before 2021, by Catherine Lebsack, Vice Presi Oklahoma limited partnership, on behal | dent for Devon Energy Production Company, L.P., an |
| My Commission Expires | Notary Public |

EXHIBIT "A"

To Communitization Agreement dated February 1, 2021, 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.

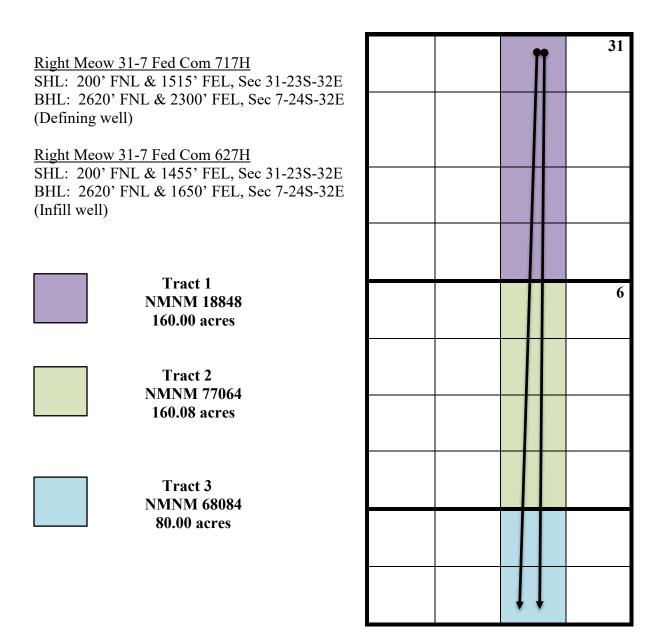


EXHIBIT "B"

To Communitization Agreement dated February 1, 2021, 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

Lease Date: August 1, 1973

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Ralph D. Wharton

Current Lessee: Chevron USA Inc.

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

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

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

Tract No. 2

Lease Serial Number: USA NMNM 77064

Lease Date: September 1, 1988

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Exxon Corporation

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

Description of Land Committed: Lot 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

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

Name of ORRI Owners: None

Tract No. 3

Lease Serial Number: USA NMNM 68084

Lease Date: April 1, 1987

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: F. Frasher Hudson

Present Lessee: Devon Energy Production Company, L.P. – 60.00%

Javelina Partners – 40.00%

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

Name and Percent of WI Owners: Devon Energy Production Company, L.P.- 80%

Javelina Partners- 20%

Name of ORRI Owners: Javelina Partners

RECAPITULATION

| | | Percentage of Interest in |
|-------------|------------------------|---------------------------|
| TRACT No. | No. of Acres Committed | 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% |

| | Chevron USA Inc. (Record Title Owner) | |
|-------------|--|---------------------------|
| Date | By: Name: Title: | |
| ACKNOWLEDGI | MENT IN A REPRESENTATIVE CAPACIT | Y |
| STATE OF |) | |
| COUNTY OF |) SS) | |
| | dged before me on, as | of |
| (Seal) | Signa My Commission Expires: | nture of Notarial Officer |
| | My Commission Expires | |

| | Javelina Partners (Record Title and Working Interest | Owner) | |
|-----------|--|---------------------------|--|
| Date | By: Name: Title: | | |
| ACKNOWLEI | OGMENT IN A REPRESENTATIVE CAP | ACITY | |
| STATE OF |) | | |
| COUNTY OF |) SS) | | |
| | wledged before me on, as | | |
| (Seal) | My Commission Expires: | Signature of Notarial Off | |

Federal Communitization Agreement

| Contract No. | |
|--------------|--|
| | |

THIS AGREEMENT entered into as of the 1st day of September 2021, 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 of Section 30-23S-32E and E/2 of Section 19-23S-32E, Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the <u>Wolfcamp Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 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 <u>September 1, 2021</u> 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. <u>Nondiscrimination.</u> 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.

| | (Operator and Working Interest Owner) |
|------|---------------------------------------|
| | By: |
| Date | Lindsey N. Miles, Land Manager |

ACKNOWLEDGEMENT

| STATE OF | |
|---|--|
| COUNTY OF |) ss.) |
| This instrument was acknowledged before | |
| 20, by Lindsey N. Miles, Land Man Oklahoma limited partnership, on behal | ager for Devon Energy Production Company, L.P., an If of said limited partnership. |
| (SEAL) | |
| My Commission Expires | Notary Public |

EXHIBIT "A"

To Communitization Agreement dated September 1, 2021, embracing the following described land in E/2 of Section 30 and E/2 of Section 19, Township 23 South, Range 32 East, Lea County, New Mexico.

Magic Cat 30-19 Fed Com 623H

SHL: 240' FSL & 1966' FEL, Sec 30-23S-32E BHL: 20' FNL & 1650' FEL, Sec 31-23S-32E

Magic Cat 30-19 Fed Com 713H

SHL: 240' FSL & 1999' FEL, Sec 30-23S-32E BHL: 20' FNL & 2030' FEL, Sec 19-23S-32E

Magic Cat 30-19 Fed Com 624H

SHL: 240' FSL & 611' FEL, Sec 30-23S-32E BHL: 20' FNL & 330' FEL, Sec 19-23S-32E

Magic Cat 30-19 Fed Com 714H

SHL: 240' FSL & 644' FEL, Sec 30-23S-32E BHL: 20' FNL & 990' FEL, Sec 19-23S-32E



NMNM 86927 320 acres



Tract 2 NMNM 66924 40 acres



Tract 3 NMNM 66924 40 acres



Tract 4 NMNM 0559539 320 acres

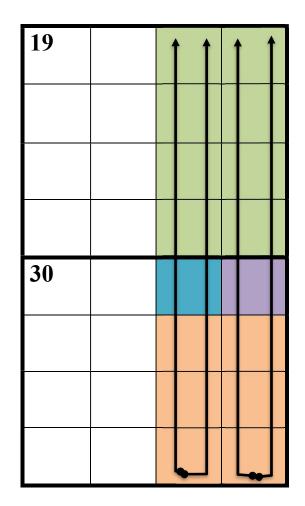


EXHIBIT "B"

To Communitization Agreement dated September 1, 2021, embracing the following described land in E/2 of Section 30 and E/2 of Section 19, Township 23 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 86927

Lease Date: September 1, 1991

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Meridian Oil Inc.

Present Lessee: Devon Energy Production Company, L.P. – 100.00%

Description of Land Committed: SE and S2NE of Section 30, Township 23 South, Range 32

East, N.M.P.M Lea County, New Mexico

Number of Acres: 240.0

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100%

Name of ORRI Owners: None

Tract No. 2

Lease Serial Number: USA NMNM 66924

Lease Date: November 1, 1986

Lease Term: 10 Years

Magic Cat 30-19 Fed Com 623H, 624H, 713H, & 714H

Lessor: United States of America

Original Lessee: William J. Tlapek

Present Lessee: Devon Energy Production Company, L.P. – 80%

OXY Y-1 Company – 20%

Description of Land Committed: NENE of Section 30, Township 23 South, Range 32 East,

N.M.P.M Lea County, New Mexico

Number of Acres: 40.0

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100%

Name of ORRI Owners: William J. Tlapek

Pegasus Resources II, LLC

TD Minerals LLC

Wing Resources IV, LLC

Tract No. 3

Lease Serial Number: USA NMNM 66924

Lease Date: November 1, 1986

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William J. Tlapek

Present Lessee: Devon Energy Production Company, L.P. – 80%

OXY Y-1 Company – 20%

Description of Land Committed: NWNE of Section 30, Township 23 South, Range 32 East,

N.M.P.M Lea County, New Mexico

Number of Acres: 40.0

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 100%

Name of ORRI Owners: William J. Tlapek

Magic Cat 30-19 Fed Com 623H, 624H, 713H, & 714H

Pegasus Resources II, LLC Coyote Oil & Gas LLC TD Minerals LLC

Tract No. 4

Lease Serial Number: USA NMNM 0559539

Lease Date: March 31, 1966

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Midwest Oil Corporation

Present Lessee: Occidental Permian Limited Partnership

Description of Land Committed: E2 of Section 19, Township 23 South, Range 32 East,

N.M.P.M Lea County, New Mexico

Number of Acres: 320.00

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

Name of ORRI Owners: None

RECAPITULATION

| TRACT No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|-------------|------------------------|--|
| Tract No. 1 | 240.00 | 37.500000% |
| Tract No. 2 | 40.00 | 6.250000% |
| Tract No. 3 | 40.00 | 6.250000% |
| Tract No. 4 | 320.00 | 50.000000% |
| Total | 691.60 | 100.000000% |

| | OXY Y-1 Company (Record Title Owner) | | |
|-----------|--------------------------------------|--------------------------|-------|
| Date | By: Name: Title: | | |
| | | | |
| ACKNOWLE | OGMENT IN A REPRESENTATIVE CA | PACITY | |
| STATE OF |)) SS | | |
| COUNTY OF | | | |
| | wledged before me on, as | | of |
| (Seal) | My Commission Expires: | Signature of Notarial Of | ficer |

| | Occidental Permian Limited Part (Record Title Owner) | nership | |
|----------|--|---------------------------|----|
| Date | By: Name: Title: | | |
| ACKNOWLE | DGMENT IN A REPRESENTATIVE CA | APACITY | |
| STATE OF |)) SS | | |
| | wledged before me on, as | | of |
| (Seal) | My Commission Expires: | Signature of Notarial Off | |

Federal Communitization Agreement

| Contract No. | |
|--------------|--|
| | |

THIS AGREEMENT entered into as of the 1st day of February 2021, 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 30-23S-32E Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the <u>Bone Spring Formation</u> 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 February 1, 2021 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. <u>Nondiscrimination.</u> 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.

| | (Operator, Record Title and Working Interest Owner) |
|------|---|
| | By: |
| Date | Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

| STATE OF | |
|---|---|
| COUNTY OF |) ss. |
| This instrument was acknowledged before | · |
| Oklahoma limited partnership, on behal | sident for Devon Energy Production Company, L.P., an f of said limited partnership. |
| (SEAL) | |
| My Commission Expires | Notary Public |

EXHIBIT "A"

To Communitization Agreement dated February 1, 2021, embracing the following described land in the $W/2\ E/2$ of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

Magic Cat 30 Fed Com 211H

SHL: 300' FSL & 1288' FEL, Sec 30-23S-32E BHL: 100' FNL & 2178' FEL, Sec 30-23S-32E

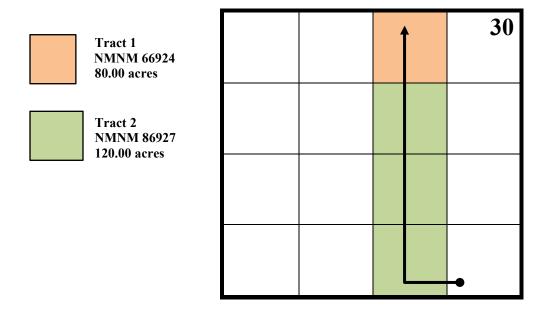


EXHIBIT "B"

To Communitization Agreement dated February 1, 2021, embracing the following described land in the W/2 E/2 of Section 30-23S-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 66924

Lease Date: November 1, 1986

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William J. Tlapek

Present Lessee: Devon Energy Production Company, L.P. – 80.00%

OXY Y-1 Company – 20.00%

Description of Land Committed: NW/4 NE/4 of Section 30 Township 23 South, Range 32

East, N.M.P.M Lea County, New Mexico

Number of Acres: 40.00

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 89.17%

OXY Y-1 Company - 10.83%

Name of ORRI Owners: William J. Tlapek and Elaine L. Tlapek

Coyote Oil & Gas LLC

Tract No. 2

Lease Serial Number: USA NMNM 86927

Lease Date: September 1, 1991

Lease Term: 10 Years

Magic Cat 30 Fed Com 211H

Lessor: United States of America

Original Lessee: Meridian Oil Inc

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

Description of Land Committed: SW/4 NE/4 and W/2 SE/4 of Section 30, Township 23

South, Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 120.00

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

Name of ORRI Owners: None

RECAPITULATION

| | | Percentage of Interest in |
|-------------|------------------------|---------------------------|
| TRACT No. | No. of Acres Committed | Communitized Area |
| Tract No. 1 | 40.00 | 25.00% |
| Tract No. 2 | 120.00 | 75.00% |
| Total | 160.00 | 100.00% |

| | OXY Y-1 Company (Record Title Owner & Working Inter | rest Owner) | |
|-----------|--|-----------------------------|--|
| Date | By: Name: Title: | | |
| | | | |
| ACKNOWLEI | OGMENT IN A REPRESENTATIVE CAPAC | CITY | |
| STATE OF |)) SS) | | |
| | wledged before me on, as | | |
| (Seal) | My Commission Expires: | ignature of Notarial Office | |

<u>A</u> <u>Federal Communitization Agreement</u>

THIS AGREEMENT entered into as of the 1st day of February 2021, 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 30-23S-32E Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the <u>Bone Spring Formation</u> 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 February 1, 2021 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. <u>Nondiscrimination.</u> 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.

| | (Operator, Record Title and Working Interest Owner) |
|------|---|
| | By: |
| Date | Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

| STATE OF | |
|---|---|
| COUNTY OF |) ss. |
| This instrument was acknowledged before | |
| 20, by Catherine Lebsack, Vice Pres Oklahoma limited partnership, on behal | sident for Devon Energy Production Company, L.P., an f of said limited partnership. |
| (SEAL) | |
| My Commission Expires | Notary Public |

EXHIBIT "A"

To Communitization Agreement dated February 1, 2021, embracing the following described land in the E/2 E/2 of Section 30-23S-32E, N.M.P.M. Lea County, New Mexico

Magic Cat 30 Fed Com 212H

SHL: 300' FSL & 1222' FEL, Sec 30-23S-32E BHL: 100' FNL & 330' FEL, Sec 30-23S-32E

| | 30 | | 1 | |
|---------------------------------------|----|--|---|--|
| Tract 1 NMNM 66924 40.00 acres | | | | |
| | | | | |
| Tract 2 NMNM 86927 120.00 acres | | | | |
| | | | | |
| | | | | |
| | | | | |

EXHIBIT "B"

To Communitization Agreement dated February 1, 2021, embracing the following described land in the E/2 E/2 of Section 30-23S-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 66924

Lease Date: November 1, 1986

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William J. Tlapek

Present Lessee: Devon Energy Production Company, L.P. – 80.00%

OXY Y-1 Company - 20.00%

Description of Land Committed: NE/4 NE/4 of Section 30 Township 23 South, Range 32

East, N.M.P.M Lea County, New Mexico

Number of Acres: 80.00

Name and Percent of WI Owners: Devon Energy Production Company, L.P. – 89.17%

OXY Y-1 Company - 10.83%

Name of ORRI Owners: William J. Tlapek and Elaine L. Tlapek

Coyote Oil & Gas LLC

Tract No. 2

Lease Serial Number: USA NMNM 86927

Lease Date: September 1, 1991

Lease Term: 10 Years

Magic Cat 30 Fed Com 212H

Lessor: United States of America

Original Lessee: Meridian Oil Inc

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

Description of Land Committed: SE/4 NE/4 and E/2 SE/4 of Section 30, Township 23 South,

Range 32 East, N.M.P.M Lea County, New Mexico

Number of Acres: 120.00

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

Name of ORRI Owners: None

RECAPITULATION

| | | Percentage of Interest in |
|-------------|------------------------|---------------------------|
| TRACT No. | No. of Acres Committed | Communitized Area |
| Tract No. 1 | 40.00 | 25.00% |
| Tract No. 2 | 120.00 | 75.00% |
| Total | 160.00 | 100.00% |

| | OXY Y-1 Company (Record Title Owner & Working Inte | erest Owner) |
|-----------------------------|---|-------------------------------|
| Date | By: Name: Title: | |
| | | |
| ACKNOWLEDO | GMENT IN A REPRESENTATIVE CAPA | CITY |
| STATE OF |)) SS) | |
| This instrument was acknowl | ledged before me on, as | of |
| (Seal) | | Signature of Notarial Officer |
| | My Commission Expires: | |

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-813-A

ORDER

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

FINDINGS OF FACT

- 1. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

Order No. PLC-813-A Page 1 of 4

- 9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
- 10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
- 11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
- 12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
- 13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

- 2. This Order supersedes Order PLC-813.
- 3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

Order No. PLC-813-A Page 2 of 4

- 4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
- 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 well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
- 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. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. 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).

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13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

DATE: 9/2/2025

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ALBERT CHANG

Albert Chang

DIRECTOR

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-813-A

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Right Meow 31 Central Tank Battery 7

Central Tank Battery Location: UL B, Section 31, Township 23 South, Range 32 East Gas Title Transfer Meter Location: UL B, Section 31, Township 23 South, Range 32 East

Pools

Pool Name Pool Code SAND DUNES; BONE SPRING, SOUTH 53805 WC-025 G-08 S243217P; UPR WOLFCAMP 98248

Leases as defined in 19.15.12.7(C) NMAC

| Leases as defined in 19.13.12.7(C) TWIAC | | | | |
|---|-------------|------------|--|--|
| Lease | UL or Q/Q | S-T-R | | |
| CA Bone Spring NMNM 105726170 (143499) | W2E2 | 30-23S-32E | | |
| CA Bone Spring NMNM 105727588 (143516) | E2E2 | 30-23S-32E | | |
| C(A XV-10 NIMINM 105722004 (142410) | E2E2 | 31-23S-32E | | |
| CA Wolfcamp NMNM 105722994 (143410) | E2E2 | 6-24S-32E | | |
| | W2E2 | 31-23S-32E | | |
| CA Wolfcamp NMNM 105726764 (143409) | W2E2 | 6-24S-32E | | |
| | W2NE | 7-24S-32E | | |
| CA Wolfcamp NMNM 105757155 | E2 | 19-23S-32E | | |
| | E2 | 30-23S-32E | | |
| | | | | |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|---|-------------|------------|-------|
| | | W2E2 | 31-23S-32E | |
| 30-025-48492 | Right Meow 31 7 Federal Com #717H | W2E2 | 6-24S-32E | 98248 |
| | | W2NE | 7-24S-32E | |
| | | W2E2 | 31-23S-32E | |
| 30-025-48491 | Right Meow 31 7 Federal Com #627H | W2E2 | 6-24S-32E | 98248 |
| | | W2NE | 7-24S-32E | |
| 30-025-48460 | 05 40400 Dista Marris 21 (Entire 1 Car 1951 (H | E2E2 | 31-23S-32E | 98248 |
| 30-023-46400 | Right Meow 31 6 Federal Com #716H | E2E2 | 6-24S-32E | 90440 |
| 30-025-48459 | P!-l+ M 21 (F-11 C #(2(H | E2E2 | 31-23S-32E | 98248 |
| 30-023-40439 | Right Meow 31 6 Federal Com #626H | E2E2 | 6-24S-32E | 90440 |
| 30-025-47687 | Magic Cat 30 Federal Com #212H | E2E2 | 30-23S-32E | 53805 |
| 30-025-47689 | Magic Cat 30 Federal Com #211H | W2E2 | 30-23S-32E | 53805 |
| 30-025-47693 | Magic Cat 30 19 Federal Com #623H | E2 | 19-23S-32E | 98248 |
| | | E2 | 30-23S-32E | 90240 |
| 20.025.45(00 | Magic Cat 30 19 Federal Com #624H | E2 | 19-23S-32E | 98248 |
| 30-025-47690 | | E2 | 30-23S-32E | 70440 |

| 30-025-47694 | Magic Cat 30 19 Federal Com #713H | E2 | 19-23S-32E | 98248 |
|--------------|-----------------------------------|-----------|------------|-------|
| | | E2 | 30-23S-32E | |
| 30-025-47691 | Magic Cat 30 19 Federal Com #714H | E2 | 19-23S-32E | 98248 |
| | | E2 | 30-23S-32E | 90240 |

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

General Information Phone: (505) 629-6116

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

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

CONDITIONS

Action 106001

CONDITIONS

| Operator: | OGRID: |
|-------------------------------------|---|
| DEVON ENERGY PRODUCTION COMPANY, LP | 6137 |
| 333 West Sheridan Ave. | Action Number: |
| Oklahoma City, OK 73102 | 106001 |
| | Action Type: |
| | [C-107] Surface Commingle or Off-Lease (C-107B) |

CONDITIONS

| Created By | | Condition Date |
|----------------|---|-------------------|
| sarah.clelland | Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov. | 9/5/2025 |