



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

June 22, 2023

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

Re: Mr Potato Head 11 CTB 3
Sec.-T-R: 11-24S-29E
County: Eddy Co., New Mexico
Wells: Mr Potato Head 11-14 Fed Com 822H, 831H, 833H, 834H, 621H, 623H, 711H, 712H, 331H, and 332H

Lease: NMNM085892, NMNM088134 , NMNM096222
Agreements: Bone Spring CA Approved NMNM143622 & NMNM143623; Wolfcamp CA Approved NMNM143625
Pool: [96473] PIERCE CROSSING; BONE SPRING, EAST
[98220] PURPLE SAGE;WOLFCAMP (GAS)

Dear Mr. McClure:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells. This application is necessary due to multiple pools and multiple Communitization Agreements and Leases.

The working interest, royalty interest and overriding royalty interest owners are identical.

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

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

Should you have any questions or need further assistance, please do not hesitate to contact me at (405) 552-3513.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shayda Omoumi". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Shayda Omoumi
Regulatory Compliance Professional

Enclosures

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: Mr Potato Head 11-14 Fed Com Wells - Multiple - See Attached **API:** Multiple - See Attached
Pool: PURPLE SAGE; WOLFCAMP (GAS) & PIERCE CROSSING; BONE SPRING, EAST **Pool Code:** [98220] & [96473]

SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☐ Notification and/or concurrent approval by SLO
 E. ☒ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

Shayda Omoumi
 Print or Type Name

Shayda Omoumi
 Signature

6/22/2023
 Date

405-552-3513
 Phone Number

shayda.omoumi@dvn.com
 e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department
OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Form C-107-B
Revised August 1, 2011

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Devon Energy Production Co., LP
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. PLC-859
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

(A) POOL COMMINGLING

Please attach sheets with the following information

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

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

(B) LEASE COMMINGLING

Please attach sheets with the following information

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

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

SIGNATURE: Shayda Omoumi TITLE: Regulatory Compliance Professional DATE: 6/22/2023
TYPE OR PRINT NAME Shayda Omoumi TELEPHONE NO.: 405-552-3513
E-MAIL ADDRESS: shayda.omoumi@dvn.com

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

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

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

OIL ALLOCATION

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

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

WATER ALLOCATION

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

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

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

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

Proposal for Mr Potato Head 11 CTB 3

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

CA: Approved NMNM-143625; Leases: NMNM-085892 (12.5%), NMNM-088134 (12.5%), NMNM-096222 (12.5%)			
Well Name	API	Location	Pool
Mr Potato Head 11-14 Fed Com 822H	3001546423	D-11-24S-29E - 200 FNL & 1075 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 831H	3001546419	D-11-24S-29E - 200 FNL & 1045 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 833H	3001549977	C-11-24S-29E - 200 FNL & 1976 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 834H	3001549979	C-11-24S-29E - 200 FNL & 2006 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 621H	3001546424	D-11-24S-29E - 350 FNL & 1074 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 623H	3001546722	C-11-24S-29E - 350 FNL & 2016 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 711H	3001546422	D-11-24S-29E - 350 FNL & 1045 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
Mr Potato Head 11-14 Fed Com 712H	3001546720	N-11-24S-29E - 350 FNL & 1986 FWL	[98220] PURPLE SAGE;WOLFCAMP (GAS)
CA: Approved NMNM-143622; Leases: NMNM-085892 (12.5%), NMNM-088134 (12.5%), NMNM-096222 (12.5%)			
Well Name	API	Location	Pool
Mr Potato Head 11-14 Fed Com 331H	3001546425	D-11-24S-29E - 350 FNL & 1105 FWL	[96473] PIERCE CROSSING; BONE SPRING, EAST
CA: Approved NMNM-143623; Leases: NMNM-088134 (12.5%), NMNM-096222 (12.5%)			
Well Name	API	Location	Pool
Mr Potato Head 11-14 Fed Com 332H	3001546703	C-11-24S-29E - 350 FNL & 2046 FWL	[96473] PIERCE CROSSING; BONE SPRING, EAST

CA:

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

Approved Bone Spring CA NMNM-143622: W/2 of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

Approved Bone Spring CA NMNM-143623: W/2 E/2 of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

Approved Wolfcamp CA NMNM-143625: All of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

Oil & Gas metering:

The Mr Potato Head 11 CTB 3 central tank battery is in SE/4 NE/4 & NW/4, S11, T24S, R29E in Eddy County, New Mexico.

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

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) 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 an individual orifice meter to each wellhead.

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Mr Potato Head 11-14 Fed Com 621H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 711H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 331H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 332H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 623H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 712H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 834H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 833H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 831H	DVN / *	DVN / *	DVN / *
Mr Potato Head 11-14 Fed Com 822H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

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

Process and Flow Descriptions:

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

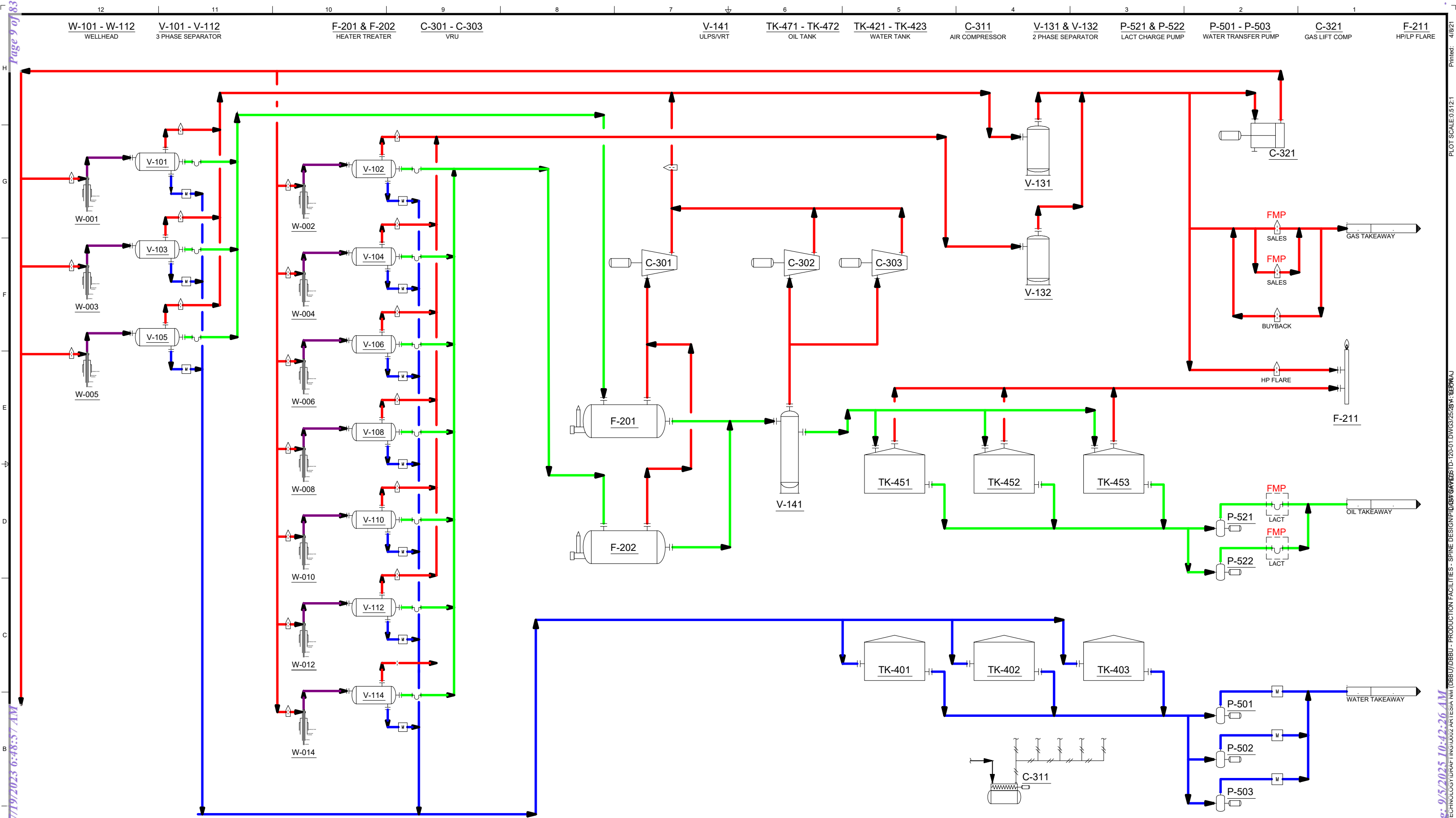
The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income,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

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

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

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

Date: 06/20/2023



NOTES:



ORIFICE METER



GAS



FULL WELL STREAM



CORIOLIS METER



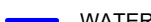
OIL



INSTRUMENT AIR



MAGNETIC METER



WATER



FEDERAL MEASUREMENT POINT

REV.	DESCRIPTION	DATE	BY APPROVED
	DRAWING REVISION		

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		

CONFIDENTIAL

This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.

DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	
DRAWING No.:	ST-120-01



Devon Energy Corporation

333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

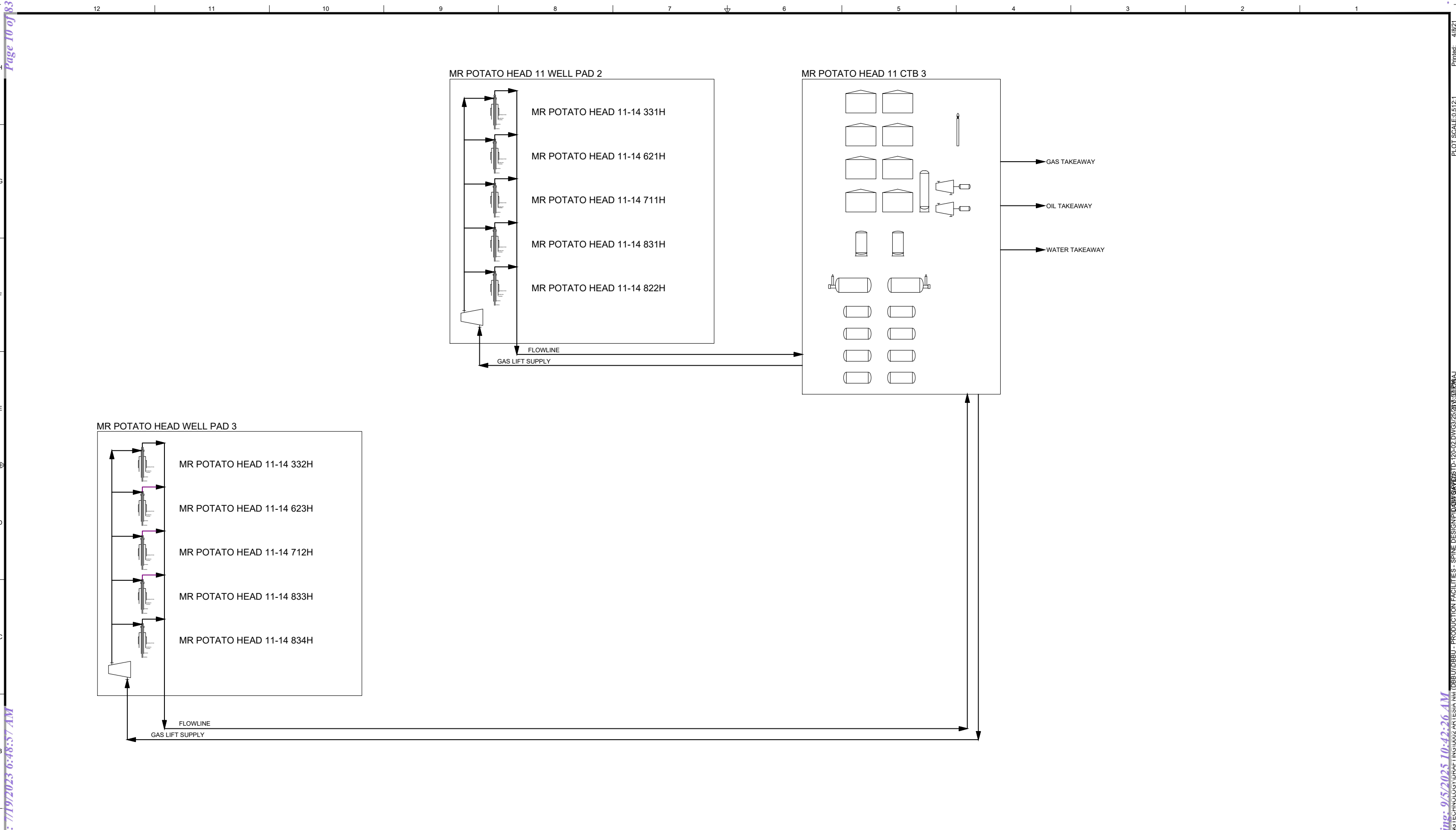
DBBU - SPINE DESIGN

STANDARD PROCESS FLOW DIAGRAM


FILE NAME
STD-120-01

Page 10 of 83
Received by UCD: 7/19/2023 6:48:57 AM
Released to Imaging: 9/5/2023 10:42:26 AM

Printed: 4/8/21
PLOT SCALE: 0.5121
W:\USA\CORPORATE\DATA\ENGINEERING\TECHNOLOGY\DRAWING\0002 ART\ESIA\NW (DBBU)\DBBU - PRODUCTION FACILITIES- SPINE DESIGN\PI\AS-BUILT\SAVED\STD-120-02.DWG3/25/23\3529NAJ



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

				DRAWING STATUS			DRAWN BY		DATE			Devon Energy Corporation 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015			
				ISSUED FOR	DATE	BY	ENGINEERED BY		DATE			DBBU - SPINE DESIGN STANDARD PROCESS MAP			
				PHA											
				BID											
				CONSTRUCTION			APPROVED BY		DATE						
				AS-BUILT											
				CONFIDENTIAL			PROJECT No.:		#####			FILE NAME STD-120-02			
				This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.			DRAWING No.:		ST-120-02						
REV	DESCRIPTION			DATE	BY		APPROVED					REVISION			

331H,332H,621H,623H,711H,712H,
822H,831H,833H,834H
EDDY COUNTY, NEW MEXICO



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

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet
Datum: North American 1983; Units: Foot US
Created by: kinnas
Map is current as of 6/22/2023.

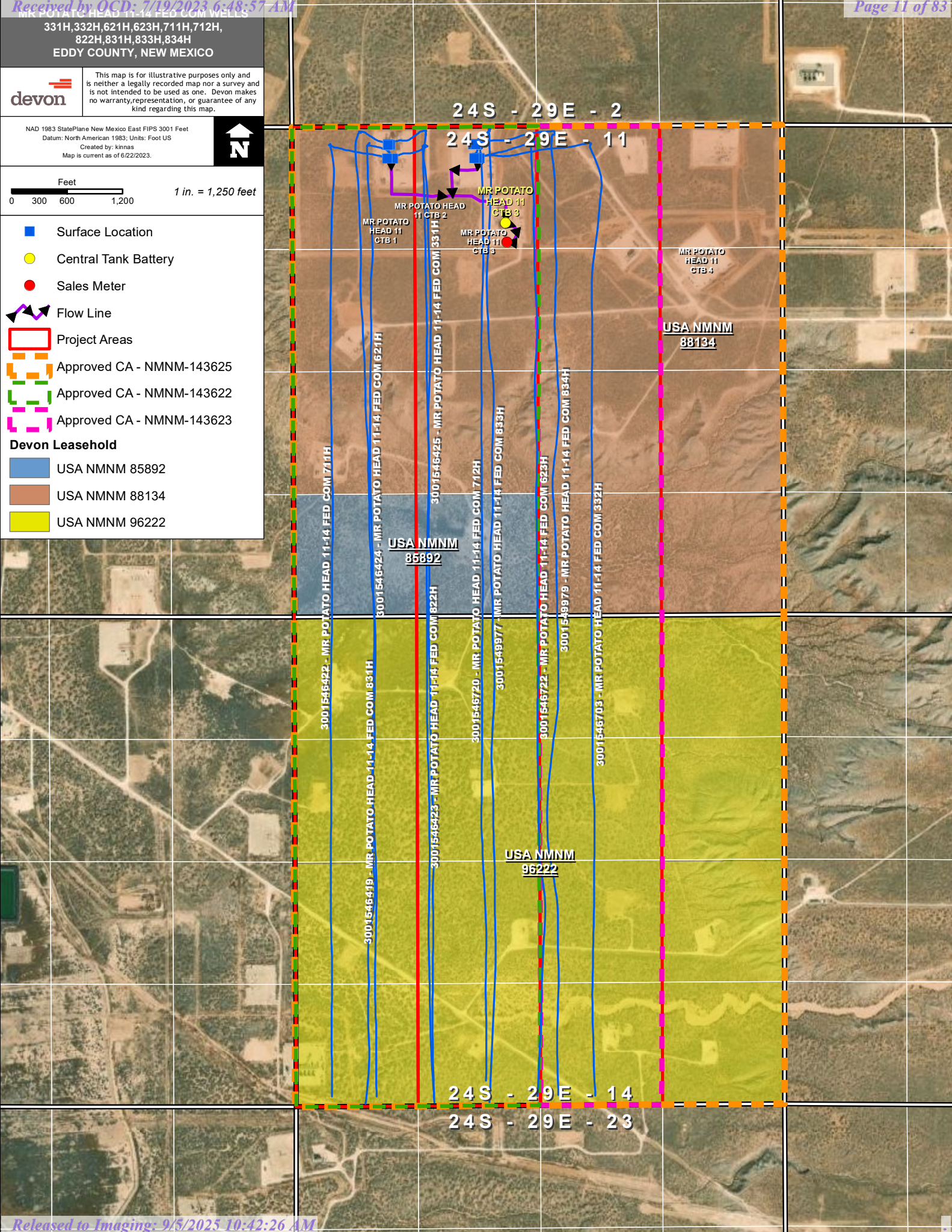


Feet
0 300 600 1,200
1 in. = 1,250 feet

- Surface Location
- Central Tank Battery
- Sales Meter
- Flow Line
- Project Areas
- Approved CA - NMNM-143625
- Approved CA - NMNM-143622
- Approved CA - NMNM-143623

Devon Leasehold

- USA NMNM 85892
- USA NMNM 88134
- USA NMNM 96222



Economic Justification Report

MR POTATO HEAD 11 CTB 3

Well Name & Number	Type		Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	Fed Lease 3	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
MR POTATO HEAD 11-14 FED COM 331H*	Sweet			ALL 12.5% SEE ATTACHMENTS				135	45.7	1,331	1,431
MR POTATO HEAD 11-14 FED COM 332H*	Sweet							817	45.7	4,658	1,431
MR POTATO HEAD 11-14 FED COM 621H*	Sweet							107	45.9	612	1,464
MR POTATO HEAD 11-14 FED COM 623H*	Sweet							618	45.9	4,340	1,464
MR POTATO HEAD 11-14 FED COM 711H*	Sweet							80	46.1	624	1,401
MR POTATO HEAD 11-14 FED COM 712H*	Sweet							8	46.1	114	1,401
MR POTATO HEAD 11-14 FED COM 822H*	Sweet							1,170	49.7	6,110	1,330
MR POTATO HEAD 11-14 FED COM 831H*	Sweet							932	52.1	10,000	1,315
MR POTATO HEAD 11-14 FED COM 833H*	Sweet							953	52.1	10,000	1,315
MR POTATO HEAD 11-14 FED COM 834H*	Sweet							902	52.1	10,000	1,315
*Estimated production from offset wells											

Signed: _____



Date: 6/27/2023

Printed Name: Shayda Omoumi

Title: Regulatory Compliance Professional

Economic Combined Production

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
5722.0	11.3	47789.0	213.2

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.



United States Department of the Interior



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

In Reply Refer To:
NMNM143622
3105.2 (NM920)

Reference:
Communitization Agreement
Mr. Potato Head 11-14 Fed Com 331H
Section 11: W2;
Section 14: W2;
T.24 S., R.29 E., N.M.P.M.
Eddy County, NM

Devon Energy Production Company LP
333 W. Sheridan Ave.
Oklahoma City OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143622 involving 240.00 acres of Federal land in lease NMNM088134, 80.00 acres of Federal land in lease NMNM085892, and 320.00 acres of Federal land in lease NMNM096222, Eddy County, New Mexico, which comprise a 640.00 acre well spacing unit.

The agreement communitizes all rights to oil, natural gas, and associated liquid hydrocarbons from the Bone Spring formation beneath the W2 of Secs. 11 and 14 of T. 24 S., R. 29 E., NMPM, Eddy County, NM, and is effective September 1, 2021 Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE
PARADIS**

Digitally signed by KYLE
PARADIS
Date: 2023.02.16
11:13:54 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143622 involving Federal Lease(s) NMNM88134, NMNM85892, and NMNM96222. This Communitization Agreement is in Sec. 11 and 14, T. 24 S., R. 29 E., NMPM, Eddy County, New Mexico, for production of oil, natural gas, and associated liquid hydrocarbons producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE
PARADIS** Digitally signed by
KYLE PARADIS
Date: 2023.02.16
11:14:32 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: September 1, 2021
Contract No.: NMNM143622

RECEIVED

AUG 17 2021

BLM, NMSO
SANTA FEFederal Communitization AgreementContract No. NMNM 143622

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:

Township 24 South, Range 29 East, N.M.P.M.
Section 11: W/2
Section 14: W/2
Eddy County, New Mexico

Containing **640** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Mr. Potato Head 11-14 Fed Com 331H

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

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

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

Mr. Potato Head 11-14 Fed Com 331H

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 September 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

Mr. Potato Head 11-14 Fed Com 331H

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Mr. Potato Head 11-14 Fed Com 331H

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 Operating Rights Owner)

8-2-2021
Date

By: [Signature]
Lindsey N. Miles
Manager, Land

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on August 2nd, 2021, by Lindsey N. Miles, as Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Clint Dake

Signature of Notarial Officer

My Commission Expires: 5/7/23

Mr. Potato Head 11-14 Fed Com 331H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated September 1, 2021, embracing the W/2 of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

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

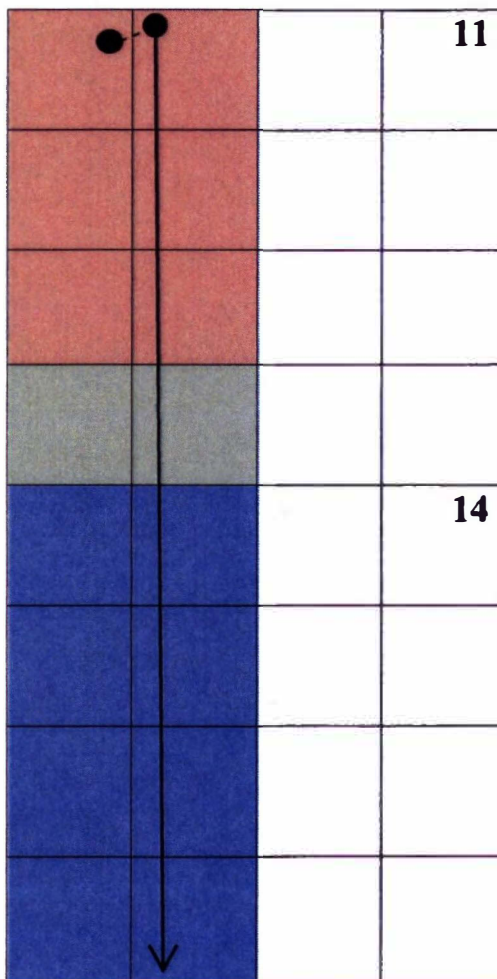
Tract 1:
USA NMNM-88134
(240.00 Acres)



Tract 2:
USA NMNM-85892
(80.00 Acres)



Tract 3:
USA NMNM-96222
(320.00 Acres)



Mr. Potato Head 11-14 Fed Com 331H

SHL: Sec. 11-24S-29E 350' FNL & 1,105' FWL

BHL: Sec. 14-24S-29E 20' FSL & 1,484' FWL

Mr. Potato Head 11-14 Fed Com 331H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated September 1, 2021, covering 640 acres, W/2 of Sections 11 and 14, Township 24 South, Range 29 East, Eddy County, New Mexico, Bone Spring Formation

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

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

Lease Serial Number:	NMNM 88134
Lease Date:	March 1, 1992
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Maralo Inc.
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 11: NW/4, N/2 SW/4
Number of Acres:	240.00
Current Lessee of Record:	Devon Energy Production Company, L.P
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	Cornerstone Family Trust-John Kyle Thoma, Trustee Crownrock Minerals, LP George Vaught, Jr. Kimbell Royalty Holdings, LLC Kingdom Investments, Ltd. Rave Energy, Inc. Rusk Capital Management, LLC Taurus Royalty, LLC Lowe Partners, LP Chisos Minerals, LLC Jareed Partners, Ltd. Paul R. Barwis

Mr. Potato Head 11-14 Fed Com 331H

Tract No. 2

Lease Serial Number: NMNM 85892

Lease Date: December 1, 1990

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Pacific Enterprises Oil Company (USA)

Description of Land Committed: Township 24 South, Range 29 East
Section 11: S/2 SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

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

ORRI Owners: Cornerstone Family Trust-John Kyle Thoma, Trustee
Crownrock Minerals, LP
George Vaught, Jr.
Kimbell Royalty Holdings, LLC
Kingdom Investments, Ltd.
Rave Energy, Inc.
Rusk Capital Management, LLC
Taurus Royalty, LLC
Lowe Partners, LP
Chisos Minerals, LLC
Jareed Partners, Ltd.
Paul R. Barwis

Mr. Potato Head 11-14 Fed Com 331H

Tract No. 3

Lease Serial Number: NMNM 96222

Lease Date: March 1, 1996

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Penwell Energy Inc.

Description of Land Committed: Township 24 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 14: W/2

Number of Acres: 320.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

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

ORRI Owners:

Alan R. Hannifin
Michelle R. Hannifin
Frances A. Hannifin
S&E Royalty, LLC
FFF, Inc.
MW Oil Investment Company, Inc.
Wambaugh Exploration, LLC
CBT/MAP 1998-A
TKM Resources, LLC
Jared Partners, Ltd.
Chisos Minerals, LLC

Mr. Potato Head 11-14 Fed Com 331H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	240.00	37.50%
2	80.00	12.50%
3	320.00	50.00%
Total	640.00	100.0000%

Mr. Potato Head 11-14 Fed Com 331H

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03/01/2023
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US OFFICIAL MAIL
\$300 Penalty
for Private Use
ZIP 87508
011D12500085



DEPAR
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
301 DINOSAUR TRAIL
SANTA FE, NEW MEXICO 87508

361 925

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300

Devon Energy Production Co. LP
333 West Sheridan Ave.
Oklahoma City OK 73102



United States Department of the Interior

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



In Reply Refer To:
NMNM143623
3105.2 (NM920)

Reference:
Communitization Agreement
Mr. Potato Head 11-14 #332H
Section 11: W2E2;
Section 14: W2E2:
T.24 S., R.29 E., N.M.P.M.
Eddy County, NM

Devon Energy Production Company LP
333 W. Sheridan Ave.
Oklahoma City OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143623 involving 160.00 acres of Federal land in lease NMNM088134 and 160.00 acres of Federal land in lease NMNM096222, Eddy County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil, natural gas, and associated liquid hydrocarbons from the Bone Spring formation beneath the W2E2 of Secs. 11 and 14 of T. 24 S., R. 29 E., NMPM, Eddy County, NM, and is effective September 1, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

If you have any questions regarding this approval, please contact Jordan Yawn by email at jjawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE
PARADIS**

Digitally signed by
KYLE PARADIS
Date: 2023.01.10
12:40:49 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143623 involving Federal Lease(s) NMNM88134 and NMNM96222. This Communitization Agreement is in Sec. 11 and 14, T. 24 S., R. 29 E., NMPM, Eddy County, New Mexico, for production of oil, natural gas, and associated liquid hydrocarbons producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE
PARADIS**

Digitally signed by
KYLE PARADIS
Date: 2023.01.10
12:41:52 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: September 1, 2021
Contract No.: NMNM143623

RECEIVED

AUG 17 2021

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. NMNM 143623

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:

Township 24 South, Range 29 East, N.M.P.M.
Section 11: W/2 E/2
Section 14: W/2 E/2
Eddy County, New Mexico

Containing 320 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Mr. Potato Head 11-14 Fed Com 332H

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

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

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

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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 September 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

Mr. Potato Head 11-14 Fed Com 332H

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Mr. Potato Head 11-14 Fed Com 332H

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 Operating Rights Owner)

8-2-2021
Date

By: [Signature]
Lindsey N. Miles
Manager, Land

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on August 2nd, 2021, by Lindsey N. Miles, as Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Clint Dake

Signature of Notarial Officer

My Commission Expires: 5/7/23

Mr. Potato Head 11-14 Fed Com 332H

EXHIBIT "A"

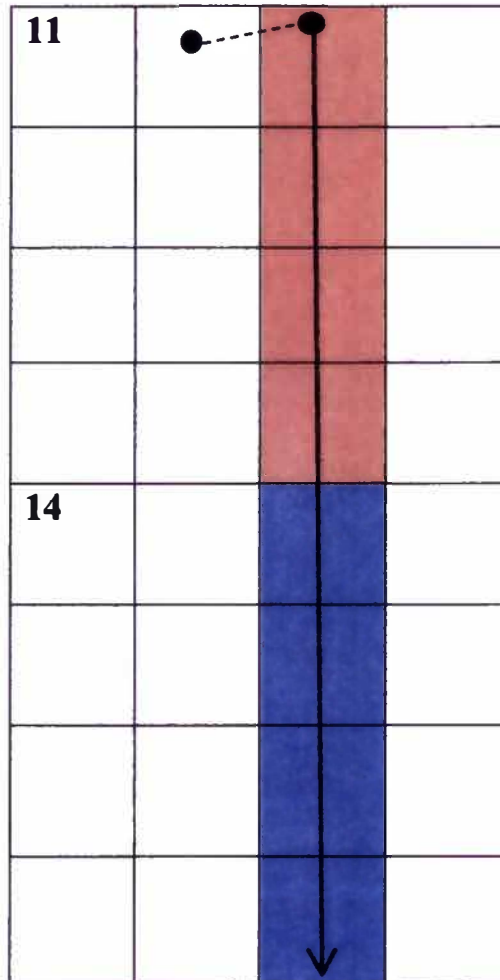
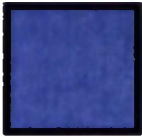
Attached to and made a part of that Communitization Agreement dated September 1, 2021, embracing the W/2 E/2 of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

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

Tract 1:
USA NMNM-88134
(160.00 Acres)



Tract 2:
USA NMNM-96222
(160.00 Acres)



Mr. Potato Head 11-14 Fed Com 332H

SHL: Sec. 11-24S-29E 350' FNL & 2,046' FWL

BHL: Sec. 14-24S-29E 20' FSL & 2,061' FEL

Mr. Potato Head 11-14 Fed Com 332H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated September 1, 2021, covering 320 acres, W/2 E/2 of Sections 11 and 14, Township 24 South, Range 29 East, Eddy County, New Mexico, Bone Spring Formation

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

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

Lease Serial Number:	NMNM 88134
Lease Date:	March 1, 1992
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Maralo Inc.
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 11: W/2 E/2
Number of Acres:	160.00
Current Lessee of Record:	Devon Energy Production Company, L.P
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	Cornerstone Family Trust-John Kyle Thoma, Trustee Crownrock Minerals, LP George Vaught, Jr. Kimbell Royalty Holdings, LLC Kingdom Investments, Ltd. Rave Energy, Inc. Rusk Capital Management, LLC Taurus Royalty, LLC Lowe Partners, LP Chisos Minerals, LLC Jareed Partners, Ltd. Paul R. Barwis

Mr. Potato Head 11-14 Fed Com 332H

Tract No. 2

Lease Serial Number: NMNM 96222

Lease Date: March 1, 1996

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Penwell Energy Inc.

Description of Land Committed: Township 24 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 14: W/2 E/2

Number of Acres: 160.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

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

ORRI Owners: Alan R. Hannifin
Michelle R. Hannifin
Frances A. Hannifin
S&E Royalty, LLC
FFF, Inc.
MW Oil Investment Company, Inc.
Wambaugh Exploration, LLC
CBT/MAP 1998-A
TKM Resources, LLC
Jared Partners, Ltd.
Chisos Minerals, LLC

Mr. Potato Head 11-14 Fed Com 332H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.00%
2	160.00	50.00%
Total	320.00	100.00%

Mr. Potato Head 11-14 Fed Com 332H



United States Department of the Interior



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

In Reply Refer To:
NMNM143625
3105.2 (NM920)

Reference:
Communitization Agreement
Mr. Potato Head 11-14 #623H
Section 11: ALL;
Section 14: ALL;
T.24 S., R.29 E., N.M.P.M.
Eddy County, NM

Devon Energy Production Company LP
333 W. Sheridan Ave.
Oklahoma City OK 73102

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143625 involving 560.00 acres of Federal land in lease NMNM088134, 80.00 acres of Federal land in lease NMNM085892, and 640.00 acres of Federal land in lease NMNM096222, Eddy County, New Mexico, which comprise a 1280.00 acre well spacing unit.

The agreement communitizes all rights to oil, natural gas, and associated liquid hydrocarbons from the Wolfcamp formation beneath ALL of Secs. 11 and 14 of T. 24 S., R. 29 E., NMPM, Eddy County, NM, and is effective September 1, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE
PARADIS**

Digitally signed by KYLE PARADIS
Date: 2023.01.30 12:15:46 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143625 involving Federal Lease(s) NMNM88134, NMNM96222, and NMNM85892. This Communitization Agreement is in Sec. 11 and 14, T. 24 S., R. 29 E., NMPM, Eddy County, New Mexico, for production of oil, natural gas, and associated liquid hydrocarbons producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE
PARADIS**

Digitally signed by
KYLE PARADIS
Date: 2023.01.30
12:18:08 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: September 1, 2021
Contract No.: NMNM143625

RECEIVED

AUG 17 2021

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. NMNM 143625

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:

Township 24 South, Range 29 East, N.M.P.M.
Section 11: All
Section 14: All
Eddy County, New Mexico

Containing 1280 acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Mr. Potato Head 11-14 Fed Com 623H

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

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

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

Mr. Potato Head 11-14 Fed Com 623H

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 September 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

Mr. Potato Head 11-14 Fed Com 623H

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Mr. Potato Head 11-14 Fed Com 623H

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 Operating Rights Owner)

8-2-2021
Date

By: _____

Lindsey N. Miles
Manager, Land

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on August 2nd, 2021, by Lindsey N. Miles, as Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Clint Dake

Signature of Notarial Officer

My Commission Expires: 5/7/2023

Mr. Potato Head 11-14 Fed Com 623H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated September 1, 2021, embracing All of Sections 11 & 14, T-24-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

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

Tract 1:

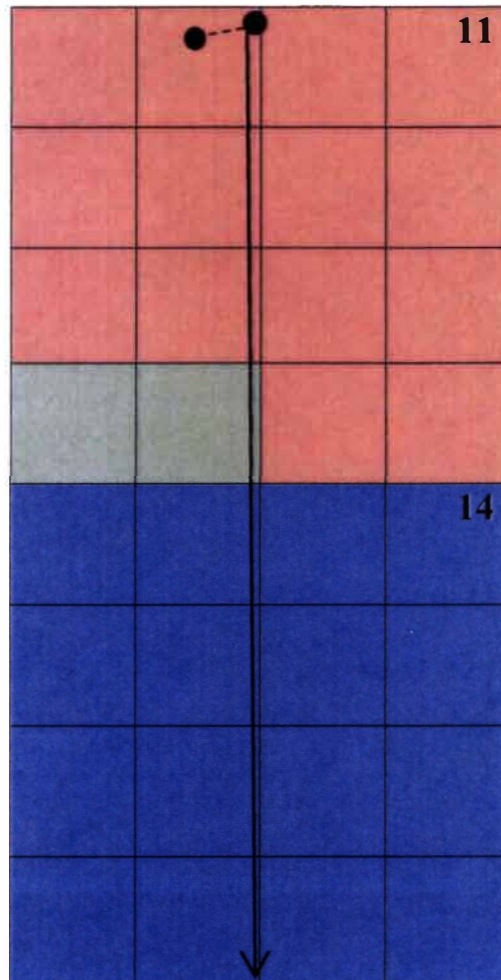
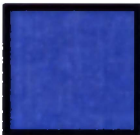
USA NMNM-88134
(560 Acres)

**Tract 2:**

USA NMNM-85892
(80.00 Acres)

**Tract 3:**

USA NMNM-96222
(640.00 Acres)

**Mr. Potato Head 11-14 Fed Com 623H**

SHL: Sec. 11-24S-29E 350' FNL & 2,016' FWL

BHL: Sec. 14-24S-29E 20' FSL & 2,638' FWL

Mr. Potato Head 11-14 Fed Com 623H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated September 1, 2021, covering **1280** acres, All of Sections 11 and 14, Township 24 South, Range 29 East, Eddy County, New Mexico, Wolfcamp Formation

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

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

Lease Serial Number:	NMNM 88134
Lease Date:	March 1, 1992
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Maralo Inc.
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Section 11: N/2, N/2 S/2, S/2 SE/4
Number of Acres:	560.00
Current Lessee of Record:	Devon Energy Production Company, L.P
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	Cornerstone Family Trust-John Kyle Thoma, Trustee Crownrock Minerals, LP George Vaught, Jr. Kimbell Royalty Holdings, LLC Kingdom Investments, Ltd. Rave Energy, Inc. Rusk Capital Management, LLC Taurus Royalty, LLC Lowe Partners, LP Chisos Minerals, LLC Jareed Partners, Ltd. Paul R. Barwis

Mr. Potato Head 11-14 Fed Com 623H

Tract No. 2

Lease Serial Number: NMNM 85892

Lease Date: December 1, 1990

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Pacific Enterprises Oil Company (USA)

Description of Land Committed: Township 24 South, Range 29 East
Section 11: S/2 SW/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

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

ORRI Owners: Cornerstone Family Trust-John Kyle Thoma, Trustee
Crownrock Minerals, LP
George Vaught, Jr.
Kimbell Royalty Holdings, LLC
Kingdom Investments, Ltd.
Rave Energy, Inc.
Rusk Capital Management, LLC
Taurus Royalty, LLC
Lowe Partners, LP
Chisos Minerals, LLC
Jareed Partners, Ltd.
Paul R. Barwis

Mr. Potato Head 11-14 Fed Com 623H

Tract No. 3

Lease Serial Number: NMNM 96222

Lease Date: March 1, 1996

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Penwell Energy Inc.

Description of Land Committed: Township 24 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 14: All

Number of Acres: 640.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Royalty Rate: 12.50%

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

ORRI Owners: Alan R. Hannifin
Michelle R. Hannifin
Frances A. Hannifin
S&E Royalty, LLC
FFF, Inc.
MW Oil Investment Company, Inc.
Wambaugh Exploration, LLC
CBT/MAP 1998-A
TKM Resources, LLC
Jared Partners, Ltd.
Chisos Minerals, LLC

Mr. Potato Head 11-14 Fed Com 623H

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	560.00	43.75%
2	80.00	6.25%
3	640.00	50.00%
Total	1280.00	100.0000%

Mr. Potato Head 11-14 Fed Com 623H



DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
301 DINOSAUR TRAIL
SANTA FE, NEW MEXICO 87508

JSF 925

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300

Devon Energy Prod. Co. LP
333 W. Sheridan Ave.
Oklahoma City OK 73102

Hasler

Page 52 of 83

02/07/2023

US POSTAGE \$001.74⁰



US OFFICIAL MAIL
\$300 Penalty
For Private Use
ZIP 87508

011D12500085

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 Number 30-015-46425	² Pool Code 96473	³ Pool Name PIERCE CROSSING; BONE SPRING, EAST
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 331H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3052.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	11	24 S	29 E		350	NORTH	1105	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	14	24 S	29 E		89	SOUTH	1504	WEST	EDDY

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

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

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Shayda Omoumi</u> Date: <u>4/12/2022</u></p> <p>Printed Name: <u>Shayda Omoumi</u></p> <p>E-mail Address: <u>shayda.omoumi@dvn.com</u></p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MARCH 31, 2022</p> <p>Date of Survey: <u>MARCH 31, 2022</u></p> <p>Signature and Seal of Professional Surveyor: <u>[Signature]</u></p> <p>Certificate Number: <u>12797</u></p> <p>Survey No. 6301F</p>
--	---

Intent ☐ As Drilled ☒

API # 30-015-46425		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 331H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		221	NORTH	1425	WEST	EDDY
Latitude 32.2388156					Longitude 103.9591749				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		631	NORTH	1470	WEST	EDDY
Latitude 32.2376889					Longitude 103.9590268				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	14	24S	29E		123	SOUTH	1503	WEST	EDDY
Latitude 32.2105826					Longitude 103.9588899				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☐Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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 Number 30-015-46703	² Pool Code 96473	³ Pool Name PIERCE CROSSING; BONE SPRING, EAST
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 332H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3074.9

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	11	24 S	29 E		350	NORTH	2046	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	14	24 S	29 E		100	SOUTH	2040	EAST	EDDY

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

<p>NW CORNER SEC. 11 LAT. = 32.2394174°N LONG. = 103.9637841°W NMSP EAST (FT) N = 451030.14 E = 655595.01</p> <p>W/4 CORNER SEC. 11 LAT. = 32.2321189°N LONG. = 103.9637714°W NMSP EAST (FT) N = 448375.07 E = 655608.09</p> <p>SECTION CORNER LAT. = 32.2248207°N LONG. = 103.9637576°W NMSP EAST (FT) N = 445720.12 E = 655621.49</p> <p>W/4 CORNER SEC. 14 LAT. = 32.2175269°N LONG. = 103.9637524°W NMSP EAST (FT) N = 443066.77 E = 655632.22</p> <p>SW CORNER SEC. 14 LAT. = 32.2102312°N LONG. = 103.9637487°W NMSP EAST (FT) N = 440412.71 E = 655642.49</p>		<p>N89°43'58"E 2654.99 FT SURFACE LOCATION 2046' 350'</p> <p>MR POTATO HEAD 11-14 FED COM 332H ELEV. = 3074.9' LAT. = 32.2384622°N (NAD83) LONG. = 103.9571666°W NMSP EAST (FT) N = 450689.77 E = 657642.26</p> <p>QUARTER CORNER LAT. = 32.2248366°N LONG. = 103.9551903°W NMSP EAST (FT) N = 445735.13 E = 658270.76</p> <p>S/4 CORNER SEC. 14 LAT. = 32.2102547°N LONG. = 103.9551948°W NMSP EAST (FT) N = 440430.47 E = 658288.01</p>		<p>N89°37'38"E 2652.93 FT N/4 CORNER SEC. 11 LAT. = 32.2394259°N LONG. = 103.9551991°W NMSP EAST (FT) N = 451042.47 E = 658249.35</p> <p>KICK OFF POINT 222' FNL, 2070' FEL LAT. = 32.2388212°N LONG. = 103.9533141°W NMSP EAST (FT) N = 451059.78 E = 660901.66</p> <p>FIRST TAKE POINT 528' FNL, 1956' FEL LAT. = 32.2379806°N LONG. = 103.9529448°W</p> <p>SECTION CORNER LAT. = 32.2248497°N LONG. = 103.9466130°W NMSP EAST (FT) N = 445749.34 E = 660923.11</p> <p>E/4 CORNER SEC. 14 LAT. = 32.2175659°N LONG. = 103.9466300°W NMSP EAST (FT) N = 443099.57 E = 660927.38</p> <p>SE CORNER SEC. 14 LAT. = 32.2102810°N LONG. = 103.9466437°W NMSP EAST (FT) N = 440449.43 E = 660932.70</p>		<p>17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Shayda Omoumi</i> 4/12/2022 Signature Date Printed Name shayda.omoumi@dvn.com E-mail Address</p>	
<p>SEC. 11 AS-DRILLED</p> <p>SEC. 14</p> <p>BOTTOM OF HOLE LAT. = 32.2105359°N LONG. = 103.9532375°W NMSP EAST (FT) N = 440534.89 E = 658893.01</p> <p>LAST TAKE POINT 129' FSL, 2042' FEL LAT. = 32.2106154°N LONG. = 103.9532436°W</p> <p>LTP BOTTOM OF HOLE 2040'</p>		<p>18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. APRIL 5, 2022 Date of Survey <i>Michael E. Jaramillo</i> Signature and Seal of Professional Surveyor Certificate Number: 12797 Survey No. 7027D</p>					

Intent ☐ As Drilled ☒

API # 30-015-46703		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 332H

Kick Off Point (KOP)

UL B	Section 11	Township 24S	Range 29E	Lot	Feet 222	From N/S NORTH	Feet 2070	From E/W EAST	County EDDY
Latitude 32.2388212					Longitude 103.9533141				NAD 83

First Take Point (FTP)

UL B	Section 11	Township 24S	Range 29E	Lot	Feet 528	From N/S NORTH	Feet 1956	From E/W EAST	County EDDY
Latitude 32.2379806					Longitude 103.9529448				NAD 83

Last Take Point (LTP)

UL O	Section 14	Township 24S	Range 29E	Lot	Feet 129	From N/S SOUTH	Feet 2042	From E/W EAST	County EDDY
Latitude 32.2106154					Longitude 103.9532436				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☐Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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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Revised August 1, 2011
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District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46424	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 621H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3051.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	11	24 S	29 E		350	NORTH	1075	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	24 S	29 E		109	SOUTH	913	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Shayda Omoumi</i> 4/12/2022 Signature Date</p> <p>Shayda Omoumi Printed Name</p> <p>shayda.omoumi@dvn.com E-mail Address</p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MARCH 31, 2022 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 SURVEY NO. 6302F</p>
--	---

Intent ☐ As Drilled ☒

API # 30-015-46424		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 621H

Kick Off Point (KOP)

UL D	Section 11	Township 24S	Range 29E	Lot	Feet 214	From N/S NORTH	Feet 857	From E/W WEST	County EDDY
Latitude 32.2388311					Longitude 103.9610133				NAD 83

First Take Point (FTP)

UL D	Section 11	Township 24S	Range 29E	Lot	Feet 843	From N/S NORTH	Feet 887	From E/W WEST	County EDDY
Latitude 32.2371022					Longitude 103.9609125				NAD 83

Last Take Point (LTP)

UL M	Section 14	Township 24S	Range 29E	Lot	Feet 143	From N/S SOUTH	Feet 912	From E/W WEST	County EDDY
Latitude 32.2106326					Longitude 103.9607997				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☐ NIs this well an infill well? ☐ Y

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46722	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 623H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3074.3

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	11	24 S	29 E		350	NORTH	2016	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	14	24 S	29 E		100	SOUTH	2625	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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<p>Survey map showing well location and acreage dedication. The map includes section corners, quarter corners, and specific points like KOP, FTP, and LTP. A red box highlights the 'AS-DRILLED' area. Coordinates and bearings are provided for various points.</p>	<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Shayda Omoumi</i> 4/12/2022 Signature Date</p> <p>Shayda Omoumi Printed Name</p> <p>shayda.omoumi@dv.com E-mail Address</p> <p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>APRIL 5, 2022 Date of Survey</p> <p><i>Shayda Omoumi</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 Survey No. 7028D</p>
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Intent ☐ As Drilled ☒

API # 30-015-46722		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 623H

Kick Off Point (KOP)

UL C	Section 11	Township 24S	Range 29E	Lot	Feet 227	From N/S NORTH	Feet 2600	From E/W WEST	County EDDY
Latitude 32.2388019					Longitude 103.9553746				NAD 83

First Take Point (FTP)

UL C	Section 11	Township 24S	Range 29E	Lot	Feet 756	From N/S NORTH	Feet 2628	From E/W WEST	County EDDY
Latitude 32.2373474					Longitude 103.9552814				NAD 83

Last Take Point (LTP)

UL N	Section 14	Township 24S	Range 29E	Lot	Feet 150	From N/S SOUTH	Feet 2627	From E/W WEST	County EDDY
Latitude 32.2106669					Longitude 103.9552565				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46422	² Pool Code 98220	³ Pool Name PURPLE SAGE;WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 711H ⁹ Elevation 3052.2

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	11	24 S	29 E		350	NORTH	1045	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	24 S	29 E		112	SOUTH	370	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

NW CORNER SEC. 11
LAT. = 32.2394174°N
LONG. = 103.9637814°W
NMSP EAST (FT)
N = 451030.14
E = 655595.01

W/4 CORNER SEC. 11
LAT. = 32.2321189°N
LONG. = 103.9637714°W
NMSP EAST (FT)
N = 448375.07
E = 655608.09

SECTION CORNER
LAT. = 32.2248207°N
LONG. = 103.9637576°W
NMSP EAST (FT)
N = 445720.12
E = 655621.49

W/4 CORNER SEC. 14
LAT. = 32.2175269°N
LONG. = 103.9637524°W
NMSP EAST (FT)
N = 443066.77
E = 655632.22

SW CORNER SEC. 14
LAT. = 32.2102312°N
LONG. = 103.9637487°W
NMSP EAST (FT)
N = 440412.71
E = 655642.49

N89°43'58"E 2654.99 FT
N89°37'38"E 2652.93 FT
N/4 CORNER SEC. 11
LAT. = 32.2394259°N
LONG. = 103.9551991°W
NMSP EAST (FT)
N = 451042.47
E = 658249.35

MR POTATO HEAD 11-14 FED COM 711H
ELEV. = 3052.2'
LAT. = 32.2384590°N (NAD83)
LONG. = 103.9604032°W
NMSP EAST (FT)
N = 450685.10
E = 656641.54

KICK OFF POINT
208' FNL, 401' FWL
LAT. = 32.2388459°N
LONG. = 103.9624853°W

FIRST TAKE POINT
630' FNL, 429' FWL
LAT. = 32.2376882°N
LONG. = 103.9623925°W

SEC. 11

QUARTER CORNER
LAT. = 32.2248366°N
LONG. = 103.9551903°W
S89°40'31"W 2649.90 FT
NMSP EAST (FT)
N = 445735.13
E = 658270.76

AS-DRILLED

SEC. 14

BOTTOM OF HOLE
LAT. = 32.2105436°N
LONG. = 103.9625526°W
NMSP EAST (FT)
N = 440527.64
E = 656012.03

LAST TAKE POINT
143' FSL, 371' FWL
LAT. = 32.2106288°N
LONG. = 103.9625510°W

S/4 CORNER SEC. 14
LAT. = 32.2102547°N
LONG. = 103.9551948°W
NMSP EAST (FT)
N = 440430.47
E = 658288.01

S89°36'55"W 2646.17 FT

S89°35'21"W 2645.35 FT

17 OPERATOR CERTIFICATION

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

Shayda Omoumi

Signature

4/12/2022

Date

Shayda Omoumi

Printed Name

shayda.omoumi@dvn.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

MARCH 31, 2022

Date of Survey

Michael F. Jaramillo

Signature and Seal of Professional Surveyor

Certificate Number: **12797**

NEW MEXICO PROFESSIONAL SURVEYORS

NO. 6303F

Intent ☐ As Drilled ☒

API # 30-015-46422		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 711H

Kick Off Point (KOP)

UL D	Section 11	Township 24S	Range 29E	Lot	Feet 208	From N/S NORTH	Feet 401	From E/W WEST	County EDDY
Latitude 32.2388459					Longitude 103.9624853				NAD 83

First Take Point (FTP)

UL D	Section 11	Township 24S	Range 29E	Lot	Feet 630	From N/S NORTH	Feet 429	From E/W WEST	County EDDY
Latitude 32.2376882					Longitude 103.9623925				NAD 83

Last Take Point (LTP)

UL M	Section 14	Township 24S	Range 29E	Lot	Feet 143	From N/S SOUTH	Feet 371	From E/W WEST	County EDDY
Latitude 32.2106288					Longitude 103.9625510				NAD 83

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

☐ N

Is this well an infill well?

☐ Y

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46720	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 712H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3073.6

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	11	24 S	29 E		350	NORTH	1986	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	14	24 S	29 E		114	SOUTH	2064	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

	<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Shayda Omoumi</i> 4/12/2022 Signature Date</p> <p>Shayda Omoumi Printed Name</p> <p>shayda.omoumi@dvn.com E-mail Address</p> <p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>APRIL 5, 2022 Date of Survey</p> <p><i>Shayda Omoumi</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: 12797 Survey No. 7029D</p>
--	--

Intent ☐ As Drilled ☒

API # 30-015-46720		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 712H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		242	NORTH	2060	WEST	EDDY
Latitude 32.2387590					Longitude 103.9571223				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		746	NORTH	2077	WEST	EDDY
Latitude 32.2373740					Longitude 103.9570656				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	14	24S	29E		145	SOUTH	2065	WEST	EDDY
Latitude 32.2106492					Longitude 103.9570740				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☐Is this well an infill well? ☐

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

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46423	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 822H
		⁹ Elevation 3053.8

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
D	11	24 S	29 E		200	NORTH	1075	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	14	24 S	29 E		20	SOUTH	1450	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

NW CORNER SEC. 11
LAT. = 32.2394174°N
LONG. = 103.9637841°W
NMSP EAST (FT)
N = 451030.14
E = 655595.01

W/4 CORNER SEC. 11
LAT. = 32.2321189°N
LONG. = 103.9637714°W
NMSP EAST (FT)
N = 448375.07
E = 655608.09

SECTION CORNER
LAT. = 32.2248207°N
LONG. = 103.9637576°W
NMSP EAST (FT)
N = 445720.12
E = 655621.49

W/4 CORNER SEC. 14
LAT. = 32.2175269°N
LONG. = 103.9637524°W
NMSP EAST (FT)
N = 443066.77
E = 655632.22

SW CORNER SEC. 14
LAT. = 32.2102312°N
LONG. = 103.9637487°W
NMSP EAST (FT)
N = 440412.71
E = 655642.49

N89°43'58"E 2654.99 FT
N89°37'38"E 2652.93 FT

N/4 CORNER SEC. 11
LAT. = 32.2394259°N
LONG. = 103.9551991°W
NMSP EAST (FT)
N = 451042.47
E = 658249.35

E/4 CORNER SEC. 11
LAT. = 32.2394475°N
LONG. = 103.9466205°W
NMSP EAST (FT)
N = 451059.78
E = 660901.66

E/4 CORNER SEC. 11
LAT. = 32.2321433°N
LONG. = 103.9466133°W
NMSP EAST (FT)
N = 448402.62
E = 660913.48

SECTION CORNER
LAT. = 32.2248497°N
LONG. = 103.9466130°W
NMSP EAST (FT)
N = 445749.34
E = 660923.11

E/4 CORNER SEC. 14
LAT. = 32.2175659°N
LONG. = 103.9466300°W
NMSP EAST (FT)
N = 443099.57
E = 660927.38

SE CORNER SEC. 14
LAT. = 32.2102810°N
LONG. = 103.9466437°W
NMSP EAST (FT)
N = 440449.43
E = 660932.70

SEC. 11

QUARTER CORNER
LAT. = 32.2248366°N
LONG. = 103.9551903°W

S89°40'31"W 2649.90 FT NMSP EAST (FT) N = 445735.13 E = 658270.76 S89°41'35"W 2652.98 FT

SEC. 14

BOTTOM OF HOLE LAST TAKE POINT
LAT. = 32.2102991°N 100' FSL, 1450' FWL
LONG. = 103.9590615°W LAT. = 32.2105190°N
NMSP EAST (FT) N = 440442.44 LONG. = 103.9590616°W
N = 440442.44 E = 657092.07

S/4 CORNER SEC. 14
LAT. = 32.2102547°N
LONG. = 103.9551948°W
NMSP EAST (FT)
N = 440430.47
E = 658288.01

N89°43'58"E 2654.99 FT
N89°37'38"E 2652.93 FT

N/4 CORNER SEC. 11
LAT. = 32.2394259°N
LONG. = 103.9551991°W
NMSP EAST (FT)
N = 451042.47
E = 658249.35

E/4 CORNER SEC. 11
LAT. = 32.2394475°N
LONG. = 103.9466205°W
NMSP EAST (FT)
N = 451059.78
E = 660901.66

E/4 CORNER SEC. 11
LAT. = 32.2321433°N
LONG. = 103.9466133°W
NMSP EAST (FT)
N = 448402.62
E = 660913.48

SECTION CORNER
LAT. = 32.2248497°N
LONG. = 103.9466130°W
NMSP EAST (FT)
N = 445749.34
E = 660923.11

E/4 CORNER SEC. 14
LAT. = 32.2175659°N
LONG. = 103.9466300°W
NMSP EAST (FT)
N = 443099.57
E = 660927.38

SE CORNER SEC. 14
LAT. = 32.2102810°N
LONG. = 103.9466437°W
NMSP EAST (FT)
N = 440449.43
E = 660932.70

N89°43'58"E 2654.99 FT
N89°37'38"E 2652.93 FT

N/4 CORNER SEC. 11
LAT. = 32.2394259°N
LONG. = 103.9551991°W
NMSP EAST (FT)
N = 451042.47
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E/4 CORNER SEC. 11
LAT. = 32.2394475°N
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NMSP EAST (FT)
N = 451059.78
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E/4 CORNER SEC. 11
LAT. = 32.2321433°N
LONG. = 103.9466133°W
NMSP EAST (FT)
N = 448402.62
E = 660913.48

SECTION CORNER
LAT. = 32.2248497°N
LONG. = 103.9466130°W
NMSP EAST (FT)
N = 445749.34
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LAT. = 32.2175659°N
LONG. = 103.9466300°W
NMSP EAST (FT)
N = 443099.57
E = 660927.38

SE CORNER SEC. 14
LAT. = 32.2102810°N
LONG. = 103.9466437°W
NMSP EAST (FT)
N = 440449.43
E = 660932.70

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 822H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		51	FNL	1451	FWL	Eddy
Latitude 32.23919061					Longitude -103.95917335			NAD 83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		100	NORTH	1450	WEST	EDDY
Latitude 32.2391473					Longitude 103.9590950			NAD 83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	14	24S	29E		100	SOUTH	1450	WEST	EDDY
Latitude 32.2105190					Longitude 103.9590616			NAD 83	

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

☐ N

Is this well an infill well?

☐ Y

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

API # 30-015-46722		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 623H

KZ 06/29/2018

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

[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-46419	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 831H ⁹ Elevation 3052.8

¹⁰ Surface Location

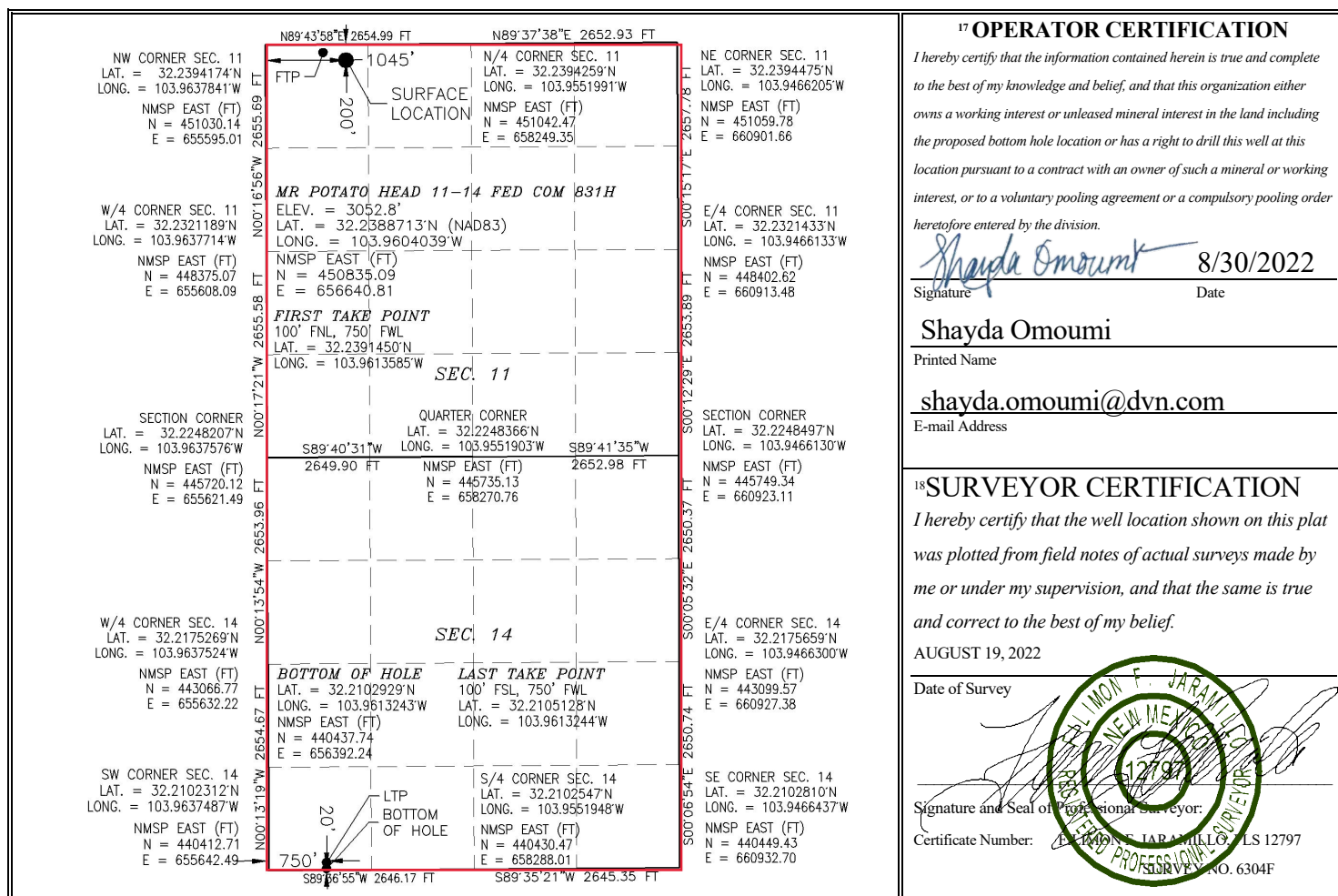
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	11	24 S	29 E		200	NORTH	1045	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	14	24 S	29 E		20	SOUTH	750	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 831H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	11	24S	29E		62	FNL	751	FWL	Eddy
Latitude					Longitude			NAD	
32.23915803					-103.96143683			83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	11	24S	29E		100	NORTH	750	WEST	EDDY
Latitude					Longitude			NAD	
32.2391450					103.9613585			83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	14	24S	29E		100	SOUTH	750	WEST	EDDY
Latitude					Longitude			NAD	
32.2105128					103.9613244			83	

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

☐ N

Is this well an infill well?

☐ Y

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

API # 30-015-46722		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 623H

KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
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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 Number 30-015-49977	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	⁶ Well Number 833H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3070.0

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
C	11	24 S	29 E		200	NORTH	1976	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	14	24 S	29 E		20	SOUTH	2150	WEST	EDDY

¹² Dedicated Acres 1280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Shayda Omoumi</u> Date: <u>8/30/2022</u></p> <p>Printed Name: <u>Shayda Omoumi</u></p> <p>E-mail Address: <u>shayda.omoumi@dvn.com</u></p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>AUGUST 19, 2022</p> <p>Date of Survey: <u>12/7/97</u></p> <p>Signature and Seal of Professional Surveyor: <u>[Signature]</u></p> <p>Certificate Number: <u>12797</u></p> <p>Surveyor: <u>NEW MEXICO SURVEYORS ASSOCIATION</u></p>
--	--

Intent ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 833H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		58	FNL	2149	FWL	EDDY
Latitude 32.23917696					Longitude -103.95691578				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	11	24S	29E		100	NORTH	2150	WEST	EDDY
Latitude 32.2391496					Longitude 103.9568314				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	14	24S	29E		100	SOUTH	2150	WEST	EDDY
Latitude 32.2105252					Longitude 103.9567988				NAD 83

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

☐ N

Is this well an infill well?

☐ Y

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

API # 30-015-46722		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 623H

KZ 06/29/2018

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

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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
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Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-49979	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP
⁴ Property Code 326251	⁵ Property Name MR POTATO HEAD 11-14 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 834H ⁹ Elevation 3070.0

¹⁰ Surface Location

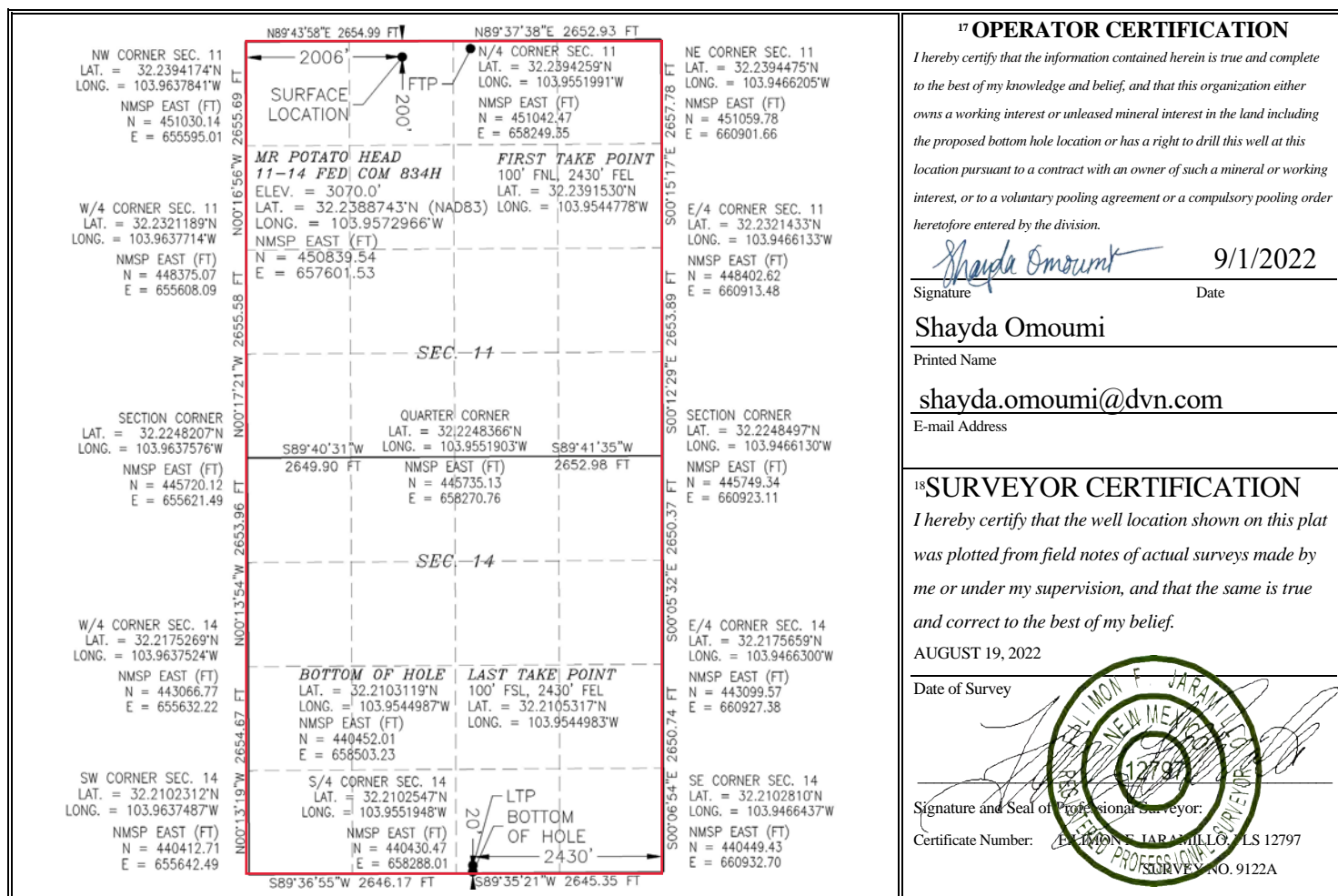
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	11	24 S	29 E		200	NORTH	2006	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	14	24 S	29 E		20	SOUTH	2430	EAST	EDDY

¹² Dedicated Acres 1280	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 ☒ As Drilled ☐

API #		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 834H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	11	24S	29E		53	FNL	2429	FEL	Eddy
Latitude 32.23919420					Longitude -103.95456154			NAD 83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	11	24S	29E		100	NORTH	2430	EAST	EDDY
Latitude 32.2391530					Longitude 103.9544778			NAD 83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	14	24S	29E		100	SOUTH	2430	EAST	EDDY
Latitude 32.2105317					Longitude 103.9544983			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☐ NIs this well an infill well? ☐ Y

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

API # 30-015-46722		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: MR POTATO HEAD 11-14 FED COM	Well Number 623H

KZ 06/29/2018



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

June 22, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Mr Potato Head 11 CTB 3
Sec.-T-R: 11-24S-29E
County: Eddy Co., New Mexico
Wells: Mr Potato Head 11-14 Fed Com 822H, 831H, 833H, 834H, 621H, 623H, 711H, 712H, 331H, and 332H

Lease: NMNM085892, NMNM088134 , NMNM096222
Agreements: Bone Spring CA Approved NMNM143622 & NMNM143623; Wolfcamp CA Approved NMNM143625
Pool: [96473] PIERCE CROSSING; BONE SPRING, EAST
[98220] PURPLE SAGE;WOLFCAMP (GAS)

Interest Owners:

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

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

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

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

Sincerely,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Shayda Omoumi". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Shayda Omoumi
Regulatory Compliance Professional
Enclosure

Tracking Number	Name1	Name2	Int Type	Street	City	State	Postal Code
9414814901527181254848	ALAN R HANNIFIN		OR	PO BOX 20129	SARASOTA	FL	34276
9414814901527181254855	CHISOS MINERALS LLC		OR	PO BOX 470788	FORT WORTH	TX	76147
9414814901527181254862	CORNERSTONE FAMILY TRUST	JOHN KYLE THOMA SUCC TTEE	OR	PO BOX 558	PEYTON	CO	80831
9414814901527181254879	CROWNROCK MINERALS LP		OR	PO BOX 51933	MIDLAND	TX	79710
9414814901527181254886	FFF INC		OR	PO BOX 20129	SARASOTA	FL	34276-3129
9414814901527181254893	FRANCES A HANNIFIN		OR	2307 STAGECOACH DR	LAS CRUCES	NM	88011
9414814901527181254909	GEORGE G VAUGHT JR		OR	PO BOX 13557	DENVER	CO	80201-3557
9414814901527181254916	JAREED PARTNERS LTD	A TEXAS LIMITED PARTNERSHIP	OR	PO BOX 51451	MIDLAND	TX	79710-1451
9414814901527181254923	KINGDOM INVESTMENTS LIMITED		OR	2101 CEDAR SPRINGS RD STE 600	DALLAS	TX	75201
9414814901527181254930	KRP LEGACY ISLES LLC		OR	DEPT 300 PO BOX 59000	LAFAYETTE	LA	70505
9414814901527181254947	LOWE ROYALTY PARTNERS LP		OR	PO BOX 4887 DEPT 4	HOUSTON	TX	77210-4887
9414814901527181254954	MAP 98A-OK	PATRICK K SMITH AIF	OR	PO BOX 269100	OKLAHOMA CITY	OK	73126-9100
9414814901527181254961	MAP98B-NET	BRAD WILLIAMS AIF	OR	PO BOX 269100	OKLAHOMA CITY	OK	73126-9100
9414814901527181254978	MICHELLE R SANDOVAL		OR	PO BOX 131570	CARLSBAD	CA	92013
9414814901527181254985	MW OIL INVESTMENT COMPANY		OR	1180 COMMERCE DR	LAS CRUCES	NM	88013
9414814901527181254992	ONRR	ROYALTY MANAGEMENT PROGRAI RI	OR	PO BOX 25627	DENVER	CO	80225-0627
9414814901527181255005	PAUL R BARWIS	CARE OF DUTTON HARRIS AND CC	OR	PO BOX 230	MIDLAND	TX	79702
9414814901527181255012	RUSK CAPITAL MANAGEMENT LLC		OR	7600 W TIDWELL RD STE 800	HOUSTON	TX	77040
9414814901527181255029	S & E ROYALTY LLC	LYLE GALLIVAN MANAGER	OR	8470 W 4TH AVE	LAKEWOOD	CO	80226
9414814901527181255036	TAURUS ROYALTY LLC	CARE OF ROBERT B PAYNE JR	OR	PO BOX 1477	LITTLE ELM	TX	75068-1477
9414814901527181255043	TKM RESOURCES LLC		OR	1775 SHERMAN ST STE 2015	DENVER	CO	80203
9414814901527181255050	WAMBAUGH EXPLORATION LLC		OR	29 KENNEBEC DR	DURANGO	CO	81301
9414814901527181255067	WEST BEND ENERGY PARTNERS III LLC		OR	1320 S UNIVERSITY DR STE 701	FORT WORTH	TX	76107

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
MR POTATO	831H	3001546419	NMNM088134	NMNM088134	DEVON
MR POTATO	332H	3001546703	NMNM96222	NMNM143623	DEVON
MR POTATO	621H	3001546424	NMNM088134	NMNM088134	DEVON
MR POTATO	711H	3001546422	NMNM088134	NMNM088134	DEVON
MR POTATO	623H	3001546722	NMNM96222	NMNM143625	DEVON
MR POTATO	712H	3001546720	NMNM088134	NMNM088134	DEVON
MR POTATO	833H	3001549977	NMNM88134	NMNM88134	DEVON
MR POTATO	331H	3001546425	NMNM96222	NMNM143622	DEVON
MR POTATO	822H	3001546423	NMNM088134	NMNM088134	DEVON
MR POTATO	834H	3001549979	NMNM88134	NMNM88134	DEVON

Notice of Intent

Sundry ID: 2738232

Type of Submission: Notice of Intent

Date Sundry Submitted:

Date proposed operation will begin: 06/27/2023

Type of Action: Commingling (Surface)

Time Sundry Submitted:

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution. Devon Energy Production Company, LP is requesting approval for commingling at the Mr Potato Head 11 CTB 3. Please see attached. Please refer to previously approved commingle application (Sundry ID: 2666531) from 8/11/2022.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Mr_Potato_Head_11_CTB_3_Comingling_Narrative_Submitted_20230627133209.pdf

Operator

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

Operator Electronic Signature:

Signed on:

Name: DEVON ENERGY PRODUCTION COMPANY LP
Title: Regulatory Compliance Associate 3
Street Address: 333 W SHERIDAN AVE
City: OKLAHOMA CITY **State:** OK
Phone: (405) 235-3611
Email address: SHAYDA.OMOUMI@DVN.COM

Field

Representative Name:
Street Address:
City: **State:** **Zip:**
Phone:
Email address:

EDDY COUNTY, NEW MEXICO

For questions pertaining to the application, please contact Devon Energy Production Company, L.P.

[405] 235-3611

**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-1019

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.

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

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
8. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
9. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT CHANG
DIRECTOR**

DATE: 9/2/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1019**

Operator: **Devon Energy Production Company, LP (6137)**

Central Tank Battery: **Mr Potato Head 11 Central Tank Battery 3**

Central Tank Battery Location: **UL C, Section 11, Township 24 South, Range 29 East**

Gas Title Transfer Meter Location: **UL C, Section 11, Township 24 South, Range 29 East**

Pools

Pool Name	Pool Code
PIERCE CROSSING; BONE SPRING, EAST	96473
PURPLE SAGE;WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105737597 (143622)	W2	11-24S-29E
	W2	14-24S-29E
CA Bone Spring NMNM 105738378 (143623)	W2E2	11-24S-29E
	W2E2	14-24S-29E
CA Wolfcamp NMNM 105738380 (143625)	ALL	11-24S-29E
	ALL	14-24S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-46425	MR POTATO HEAD 11 14 FEDERAL COM #331H	W2	11-24S-29E	96473
		W2	14-24S-29E	
30-015-46703	MR POTATO HEAD 11 14 FEDERAL COM #332H	W2E2	11-24S-29E	96473
		W2E2	14-24S-29E	
30-015-46424	MR POTATO HEAD 11 14 FEDERAL COM #621H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-46722	MR POTATO HEAD 11 14 FEDERAL COM #711H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-46422	MR POTATO HEAD 11 14 FEDERAL COM #623H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-46720	MR POTATO HEAD 11 14 FEDERAL COM #712H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-46423	MR POTATO HEAD 11 14 FEDERAL COM #822H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-46419	MR POTATO HEAD 11 14 FEDERAL COM #831H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-49977	MR POTATO HEAD 11 14 FEDERAL COM #833H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	
30-015-49979	MR POTATO HEAD 11 14 FEDERAL COM #834H	ALL	11-24S-29E	98220
		ALL	14-24S-29E	

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/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 233432

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 233432
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

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