

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: Coterra Energy Operating Co. **OGRID Number:** 215099
Well Name: Wigeon 23-26 Fed Com 3H, 4H, 5H, 6H, & 7H **API:** Various - See Attached C-102s
Pool: Cottonwood Draw; Bone Spring & Purple Sage; Wolfcamp **Pool Code:** 97494 & 98220

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.

11/4/2025

Date

Phillip G. Levasseur

Print or Type Name

(432) 630 - 1642

Phone Number

phillip.levasseur@coterra.com

e-mail Address

Signature

BEATTY & WOZNIAK, P.C.

ATTORNEYS AT LAW
 500 DON GASPAR AVENUE
 SANTA FE, NEW MEXICO 87505
 TELEPHONE 505-983-8545
 FACSIMILE 800-886-6566
 www.bwenergylaw.com

OFFICE LOCATIONS

COLORADO
 NEW MEXICO
 WYOMING

MIGUEL SUAZO
 ALSO ADMITTED IN TX, CO

505-946-2090
 MSUAZO@BWENERGYLAW.COM

JACOB L. EVERHART
 ALSO ADMITTED IN CO, ND, UT

505-999-0401
 JEVERHART@BWENERGYLAW.COM

November 7, 2025

VIA ONLINE FILING

Albert Chang, Division Director
 Oil Conservation Division
 New Mexico Department of Energy,
 Minerals and Natural Resources
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the E/2 of Sections 23, 26, & 35, Township 25 South, Range 26 East, NMPM, Eddy County, New Mexico (the “Lands”)

Dear Mr. Chang:

Coterra Energy Operating Co. (OGRID No. 215099) (“Coterra”), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Wigeon 23-26 Fed Com Central Tank Battery (“CTB”)** *insofar as all existing and future wells drilled in the following spacing units:*

- (1) The 640-acre spacing unit comprised of the E/2 of Sections 23 and 26, Township 25 South, Range 26 East, NMPM, Eddy County, NM, currently dedicated to the following wells:
 - a. **Wigeon 23-26 Fed Com 3H** (API No. 30-015-55893)
 - i. Pool: Cottonwood Draw; Bone Spring [97494]
 - ii. Lease No.:
 1. Federal: NMNM026105 and NMNM094839
 2. Fee: Multiple
 - b. **Wigeon 23-26 Fed Com 5H** (API No. 30-015-55915)
 - i. Pool: Cottonwood Draw; Bone Spring [97494]
 - ii. Lease No.:
 1. Federal: NMNM026105 and NMNM094839

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2. Fee: Multiple

(2) The 640-acre spacing unit comprised of the E/2 of Sections 23 and 26, Township 25 South, Range 26 East, NMPM, Eddy County, NM, currently dedicated to the following wells:

- a. **Wigeon 23-26 Fed Com 4H** (API No. 30-015-43156)
 - i. Pool: Purple Sage; Wolfcamp [98220]
 - ii. Lease No.:
 - 1. Federal: NMNM026105 and NMNM094839
 - 2. Fee: Multiple

(3) The 960-acre spacing unit comprised of the E/2 of Section 23, 26 and 35, Township 25, Range 26 East, NMPM, Eddy County, NM currently dedicated to the following wells:

- a. **Wigeon 23-26 Fed Com 6H** (API No. 30-015-56148)
 - i. Pool: Cottonwood Draw; Bone Spring [97494]
 - ii. Lease No.:
 - 1. Federal: NMNM026105, NMNM094839, & NMNM026870
- b. **Wigeon 23-26 Fed Com 7H** (API No. 30-015-56149)
 - i. Pool: Cottonwood Draw; Bone Spring [97494]
 - ii. Lease No.:
 - 1. Federal: NMNM026105, NMNM094839, & NMNM026870
 - 2. Fee: Multiple

(4) Pursuant to 19.1.100.53.C.(5), commingling from the associated pool and leases (FED Leases: NMNM026105, NMNM094839, NMNM026870 and multiple Fee leases) will not adversely impact royalties due to the State of New Mexico or federal government, nor will any loss accrue to the state or federal government as a result of the proposed operation.

(5) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases, or leases and pools to the Wigeon 23-26 Fed Com Central Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Wigeon 23-26 Federal Com Central Tank Battery** located in the NW 1/4 NE 1/4 of Section 23, Township 25 South, Range 26 East, N.M.P.M. Eddy County, NM. Production from the wellbores will flow into a wellhead test separator, which will separate oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using coriolis meters that meet all industry standards.

BEATTY & WOZNIAK, P.C.

November 7, 2025

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Exhibit 1 is a land plat showing Coterra's current development plan, well pads, the CTB in the subject area, and facility measurement point. The plat also identifies the wellbores and lease/spacing unit boundaries. A lease table is also provided.

Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107B, that includes a statement from Thomas Trentadue, Production Engineer, with Coterra, identifying the facilities and the measurement devices to be utilized and a detailed schematic of the surface facilities (Exhibit A to the statement).

Exhibit 3 is a C-102 for each of the wells currently permitted or drilled within the existing spacing units.

Exhibit 4 includes relevant communitization agreements, MSRPs, and PUNs (if applicable).

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management ("BLM") since federal lands are involved.

Thank you for your time and attention to this matter. Please let me know if you require additional information.

Very truly yours,

BEATTY & WOZNIAK, P.C.

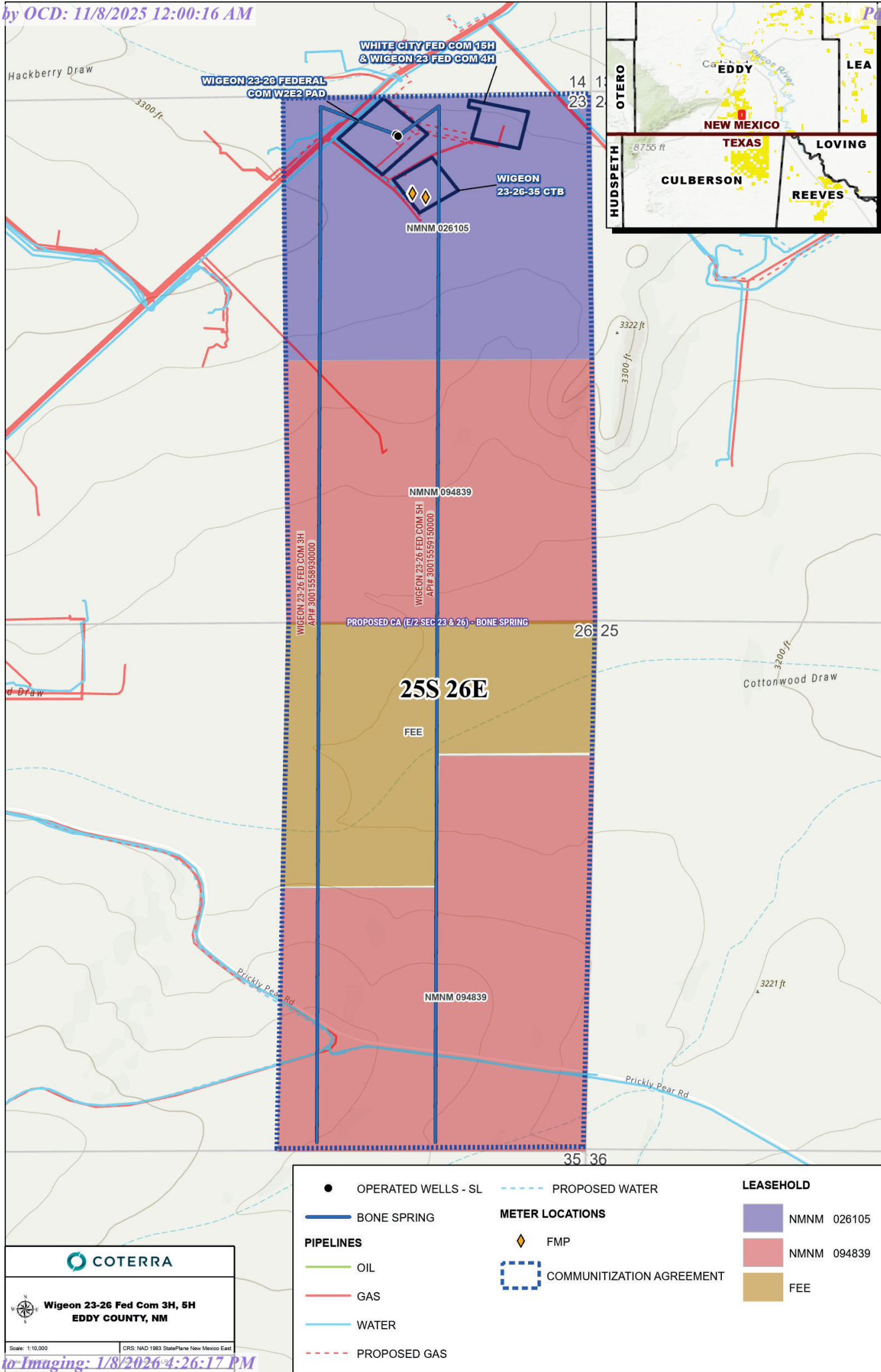


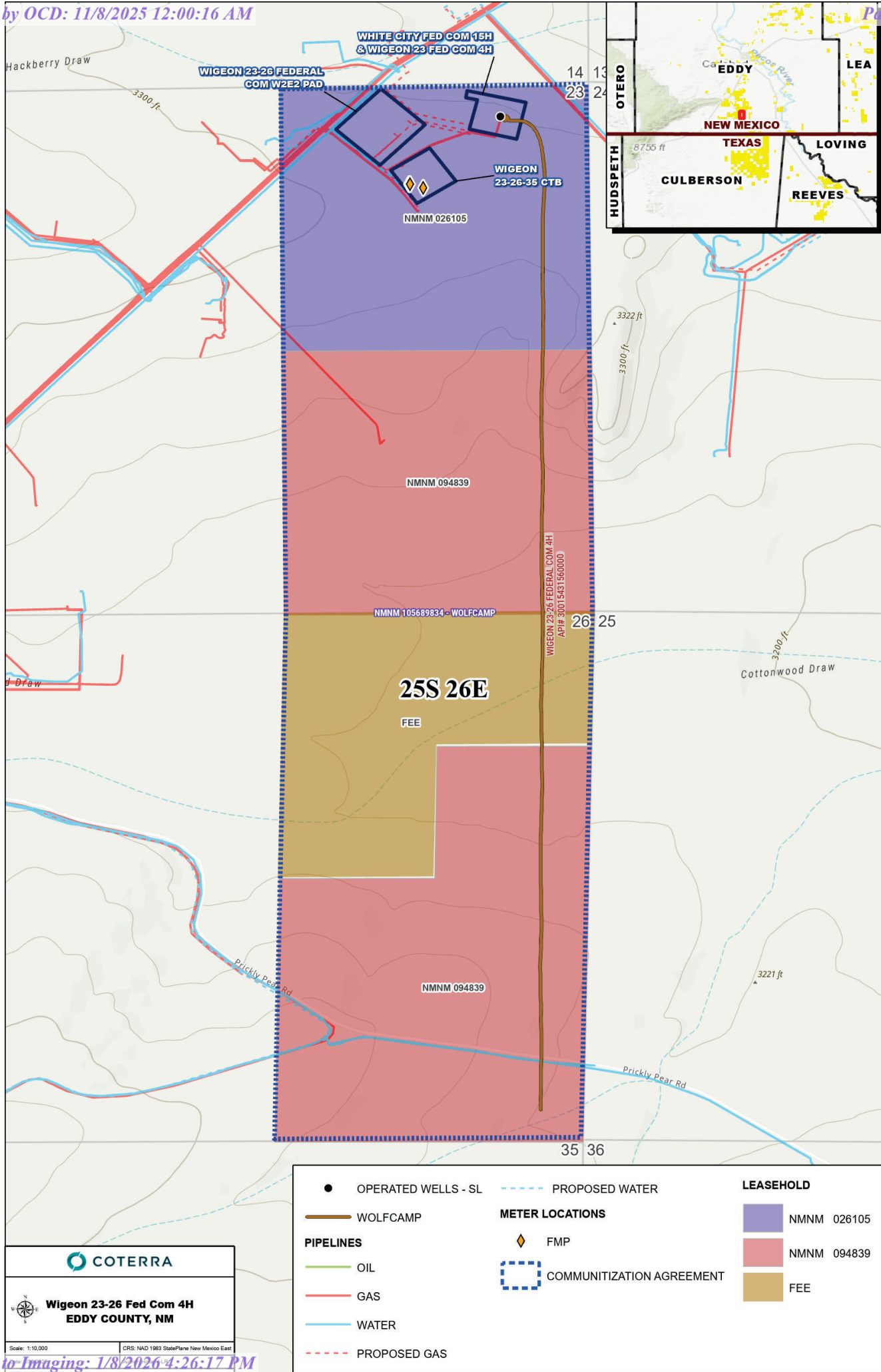
Miguel Suazo

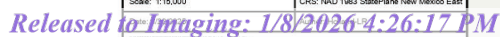
Jacob L. Everhart

Attorney(s) for Coterra Energy Operating Co.

Exhibit 1







COTERRA											
Application for Commingling and Allocation Approval											
Exhibit 1											
Lease Table											
Wigdon 23-26 Fed Com Wells											
E2 of Sections 23, 26, 35 Township 25 South, Range 26 East											
Well Name	Well Number	API	Field/ Formation	Comm Agreement	Comm Agreement Status	Interest Type	Lease(s)	Royalty Rate	Acres Committed in CA	% of Interest in Communitized Area	Product(s) Commingled
WIGDON 23-26 FED COM	3H	30-015-55893	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 T25S-R26E BEING 640 ACRES	DRAFTED, NOT SUBMITTED	FED	NNMM026105 NNMM094839	1/8	520.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGDON 23-26 FED COM	5H	30-015-55915	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 T25S-R26E BEING 640 ACRES	DRAFTED, NOT SUBMITTED	FED	NNMM026105 NNMM094839	1/8	520.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGDON 23-26 FED COM	4H	30-015-53156	PURPLESAGE WOLF CAMP GAS (98220)	E2 SEC. 23 E2 SEC. 26 T25S-R26E BEING 640 ACRES	NNMM105689834	FED	NNMM026105 NNMM094839	1/8	520.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGDON 23-26 FED COM	6H	30-015-56148	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 E2 SEC. 35 T25S-R26E BEING 960 ACRES	DRAFTED	FED	NNMM026105 NNMM094839 NNMM026870	1/8	840.00	87.5000%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	12.5000%	
WIGDON 23-26 FED COM	7H	30-015-56149	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 E2 SEC. 35 T25S-R26E BEING 960 ACRES	DRAFTED	FED	NNMM026105 NNMM094839 NNMM026870	1/8	840.00	87.5000%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	12.5000%	
Coterra Energy Inc. is the result of the merger of Cimarex Energy and Cabot Oil & Gas Corporation on October 1, 2021.											

Exhibit 2

Santa Fe Main Office
Phone: (505) 476-3441
General Information
Phone: (505) 629-6116

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

OIL CONSERVATION DIVISION

1220 S. St Francis Drive
Santa Fe, New Mexico 87505

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

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: Coterra Energy Operating Co.

OPERATOR ADDRESS: 6001 Deauville Blvd 300N Midland, TX 79706

APPLICATION TYPE:

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

LEASE TYPE: ☒ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. _____

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☒ Yes ☐ No

(A) POOL COMMINGLING

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
Cottonwood Draw; Bone Spring (97494)	44.34 deg/1293 btu	47.81 deg/1289 btu		\$63.63/bbl (Q2 2025) and \$3.55/mcf (Q2 2025)	2,159 bopd/4,722 mcf/d
Purple Sage; Wolfcamp (98220)	51.28 deg/1285 btu				36 bopd/782 mcf/d

(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: 

TITLE: Regulatory Compliance Manager

DATE: 8/5/2025

TYPE OR PRINT NAME: Phillip Levasseur

TELEPHONE NO.: 432-620-1642

E-MAIL ADDRESS: phillip.levasseur@coterra.com

September 15, 2025

Thomas Trentadue
Production Engineer


New Mexico Department of Energy, Minerals and Natural Resource
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the E/2 of Sections 23, 26 and 35 Township 25 South, Range 26 East, NMPM, Eddy County, New Mexico (the "Lands")

To Whom This May Concern,

Pursuant to this application, Coterra seeks approval to commingle production from the Purple Sage Wolfcamp (98220), and the Cottonwood Draw; Bone Spring (97494) formations in the E/2 of Sections 23, 26 and 35, Township 25 South, Range 26 East, NMPM, Eddy County, New Mexico, as set forth herein.

Specifically, Coterra requests approval to commingle oil and gas production from five (5) wells on the lands listed as follows:

 Application for Commingling and Allocation Approval Exhibit 1 Lease Table Wigeon 23-26 Fed Com Wells E2 of Sections 23, 26, 35 Township 25 South, Range 26 East											
Well Name	Well Number	API	Field; Formation	Comm Agreement	Comm Agreement Status	Interest Type	Lease(s)	Royalty Rate	Acres Committed in CA	% of Interest in Communitized Area	Product(s) Commingled
WIGEON 23-26 FED COM	3H	30-015-53893	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 T23S-R26E BEING 640 ACRES	DRAFTED, NOT SUBMITTED	FED	NMNM026105 NMNM094839	1/8	320.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGEON 23-26 FED COM	5H	30-015-53913	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 T23S-R26E BEING 640 ACRES	DRAFTED, NOT SUBMITTED	FED	NMNM026105 NMNM094839	1/8	320.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGEON 23-26 FED COM	4H	30-015-43156	PURPLE SAGE WOLFCAMP GAS (98220)	E2 SEC. 23 E2 SEC. 26 T23S-R26E BEING 640 ACRES	NMNM10568934	FED	NMNM026105 NMNM094839	1/8	320.00	81.2500%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	18.7500%	
WIGEON 23-26 FED COM	6H	30-015-56148	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 E2 SEC. 35 T23S-R26E BEING 960 ACRES	DRAFTED	FED	NMNM026105 NMNM094839 NMNM026870	1/8	840.00	87.5000%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	12.5000%	
WIGEON 23-26 FED COM	7H	30-015-56149	COTTONWOOD DRAW, BONE SPRING (97494)	E2 SEC. 23 E2 SEC. 26 E2 SEC. 35 T23S-R26E BEING 960 ACRES	DRAFTED	FED	NMNM026105 NMNM094839 NMNM026870	1/8	840.00	87.5000%	Oil, Gas, Water
						FEE	MULTIPLE	MULTIPLE	120.00	12.5000%	

Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.

This request for commingling will not negatively affect the royalty revenue of the federal or state government. Coterra will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The allocation meters will meet the relevant regulations and standards as outlined below. Communitization Agreements and their associated wells are capable of production in paying quantities. Commingling the reserve is the most effective means of production.

September 15, 2025

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This request for commingling will apply to oil production for all spacing units referenced herein but only apply to gas production from the Wigeon 23-26 Fed Com 3H (API No. 30-015-55893), Wigeon 23-26 Fed Com 4H (API No. 30-015-43156) and Wigeon 23-26 Fed Com 5H (API No. 30-015-55915) spacing units. Gas production from the Wigeon 23-35 Fed Com 6H (API No. 30-015-56148) and Wigeon 23-35 Fed Com 7H (API No. 30-015-56149) will be commingled and sequestered from the above reference gas production and will not be subject to this commingling request as both wells produce the same lease and pool. The oil and gas production will be commingled as reference herein and sold at the **Wigeon 23-26 Central Tank Battery** ("CTB"), which is located in the NW/4 NE/4 of Section 23, Township 25 South, Range 26 East, N.M.P.M., Eddy County, NM. The oil and gas metering point for the units is located on-lease at the CTB.

Each well is equipped with a three-phase separator and metered on-lease before production is transferred to the CTB and commingled prior to the sales meter(s). Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to meet AGA specifications and API 14.3.2 standards. Coterra certifies that gas sales will occur via a connected natural gas gathering system in the general area with sufficient capacity to transport one hundred percent of the anticipated volume of natural gas produced from the wells(s) commencing on the date of anticipated commingling, taking into account the current and anticipated volumes of produced natural gas from other wells connected to the gathering system. Oil production from the separator will be separately metered using Coriolis meters that meet industry standards. Please see **Attachment A, Production Flow Diagram**, for the associated CTB facility diagram.

All primary and secondary Electronic Flow Measurement ("EFM") equipment is tested and calibrated in accordance with industry specifications.

Gas samples are obtained at the time of the meter testing and calibration, and the composition and heating value are determined by a laboratory in accordance with the American Petroleum Institute ("API") specifications to ensure accurate volume and energy (MMBTU) determinations.

The **Wigeon 23-26 Central Tank Battery CTB** requires no additional surface disturbance. The BLM and OCD will be notified of any changes to the CTB.

In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard,

Very truly yours,

Coterra Energy Operating Co.

Thomas Trentadue 9/15/2025

Thomas Trentadue
Production Engineer



MIDLAND, TX

WIGEON 23-26 FED COM CTB METERED PROCESS FLOW DIAGRAMS

TABLE 1

FACILITY NAME	VESSEL NAME	TEST	BULK	WELLHEAD NAME	OIL METER	GAS METER	WATER METER	GAS LIFT METER
WIGEON 23-26 FED COM CTB	V-210	X		WIGEON 23-26 FED COM 4H	WG-210-PO	WG-210-PG	WG-210-PW	WG-4H-GL
WIGEON 23-26 FED COM CTB	V-8000	X		WIGEON 26-35 FED COM 6H	WG-8000-PO	WG-8000-PG	WG-8000-PW	WG-6H-GL
WIGEON 23-26 FED COM CTB	V-8005	X		WIGEON 23-26 FED COM 5H	WG-8005-PO	WG-8005-PG	WG-8005-PW	WG-5H-GL
WIGEON 23-26 FED COM CTB	V-8010	X		WIGEON 23-26 FED COM 3H	WG-8010-PO	WG-8010-PG	WG-8010-PW	WG-3H-GL
WIGEON 23-26 FED COM CTB	V-8015	X		WIGEON 26-35 FED COM 7H	WG-8015-PO	WG-8015-PG	WG-8015-PW	WG-7H-GL

NOTE:

ISSUED
JUNE 23, 2025
FOR CONSTRUCTION

Q:\01_Coterra\250268 - Wigon 23-26 Fed Com CTB Add-on\2. Eng. Design\2.1 Process\2.1.5 Drawings - PFDs\0-6145-10-000.dwg20250611.07432

NO.	REFERENCE DRAWINGS	NO.	DATE	REVISIONS	BY	CHK.	APP.
	TITLE	0	06/23/25	IFC 3S PROJ 250268	NR	JNM	

3S
Katy, Texas 77449
WWW.3SUSINESS.COM
3S FIRM REG #454320
NM FIRM REG #454320

Ph. 432-687-5611
Katy, Texas 77449
WWW.3SUSINESS.COM
3S FIRM REG #454320
NM FIRM REG #454320

NOTICE
THIS DRAWING HAS NOT
BEEN REVIEWED BY A
REGISTERED PROFESSIONAL
ENGINEER OR DESIGNER
FOR THE PURPOSE OF
MAKING A RECORD OF
THE PROJECT AND
MAINTAINING THE
TITLE BLOCK AND SHALL
NOT BE USED FOR ANY
OTHER PROJECTS OR
PURPOSES WITHOUT THE
APPROVAL OF THE
ENGINEERING & DESIGN

ENGINEERING RECORD	DATE
DRN: NR	05/27/25
DES: NR	
CHK:	
APP:	
APE No.	
FACILITY ENGR:	C.DIMBE
PROJ. ENGR:	J. MEDINA
SCALE:	NONE

COTERRA

WIGEON 23-26 FED COM CTB
METERED PROCESS FLOW DIAGRAM - COVER SHEET

EDDY COUNTY
PLOT SCALE: NONE
DWG. NO. D-6145-10-000



Coterra Energy Inc.
6001 Deauville Blvd
Midland, TX 79706

T 432-571-7800
F 432-571-7832
coterra.com

Wigeon 23 26 Fed Com Central Tank Battery

Allocation Details – Oil – Gas – Water Prorated Allocation Gas Allocation Details – Exhibit 4

This CTB has FMP meters that measure gas coming onto and leaving the CTB for final sales and production volumes. Each well has allocation meters, separator meter and a GL meter that measure produced volumes and injected volumes at the wellhead.

- Facility Measurement Point Meters (FMP)
 - CTB Gas Sales - Sales meter that measures the volume of gas that leaves the CTB.
 - HP Flare meter measures the volume of HP gas that is flared at the CTB.
 - LP Flare meter measures the volume of LP gas that is flared at the CTB.
 - Buy Back meter measures off-lease gas coming on lease used for gas lift from the gathering line.
 - Net CTB Gas Sales = CTB Gas Sales volume – Buy Back meter volume.
- Allocation Meters
 - Separator (Sep) meters measures the volumes of oil, gas, and water coming off the separators.
 - Gas Lift (GL) meter measures the volume of gas that was injected into the well for gas lift.

Allocation process:

- Separate meters measure the well production.
- Theoretical % is used for the allocation of sales. Allocation % calculated by Sep meter for each well/total Sep meter for all wells (CTB).
- Net CTB Gas Sales is volume of gas for royalty purposes, off lease gas is netted out of FMP meter volume. This gives you the volume of gas for royalty purposes that was sold from the CTB.
- Net Well Gas Sales - Theoretical % for each well is multiplied by the Net CTB Gas Sales.
- GL Meter - Measures the volume of gas that was injected into the well for gas lift.
- GL Theoretical % used for the allocation of gas lift. Allocation % calculated by GL meter for each well/total GL meters.
- HP Flare is volume of high-pressure gas flared from the CTB, allocated to wells by Theoretical % for each well multiplied by the HP Flare Meter volume.
- LP Flare is volume of low-pressure gas flared from the CTB. LP Meter: VRU measured gas from the oil and water tanks.
 - LP Flare volumes are allocated based on allocated oil production for each well, such that LP Flare = Meter multiplied by the theoretical % of oil produced.
 - Each well's Coriolis meter (CM, for oil) measured volume/by sum of all CM measured volumes = Theoretical % oil volume.
- Well Allocated Production is all gas produced by the well and is calculated by adding Net Well Gas sales volume + HP Flare + LP Flare.
- CTB Allocated Production is gas produced by adding CTB gas sales + HP Flare meter + LP Flare meter.
- Total Net FMP Volumes is Net CTB Gas Sales + HP Flare meter + LP Flare meter.



Coterra Energy Inc.
6001 Deauville Blvd
Midland, TX 79706

T 432-571-7800
F 432-571-7832
coterra.com

Wigeon 23 26 Fed Com Central Tank Battery

Commingle Details – Oil – Gas – Water Prorated Allocation Oil Allocation Details – Exhibit 4

Each well has a Coriolis oil meter (CM) measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production back to each well. The Theoretical % Available Sales volume is used as the allocation point to prorate CTB oil Sales (FMP) back to each well.

- Beginning Inventory comes from the previous accounting periods Ending Inventory for each well.
- Ending Inventory for each well is calculated by adding Beginning Inventory + Allocated Production – Total Sales volume.
- Beginning Tank Inventory – Wells Ending Inventory from previous accounting period.
- Ending Tank Inventory - CTB Ending Inventory multiplied by Theoretical %.
- CTB Beginning Inventory – CTB Ending Inventory from previous accounting period.
- CTB Ending Inventory – oil inventory not sold at accounting month close.
- CTB Oil Sales is the volume of oil sold through the FMP meter calculated by adding available for sale to the Beginning Inventory for each well.
- CTB Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + CTB Oil Sales (FMP) – Beginning Tank Inventory.
- CTB Available Oil for Sale is calculated by CTB Oil Sale (FMP) + Beginning Tank Inventory.
- CM measures the wells oil production.
- Theoretical % is calculated by dividing each oil meter volume into the sum of oil meters.
- Well Allocated Production is the Theoretical % for each well multiplied by CTB Allocated Production.
- Well Available Sales is calculated by Well Allocated Production + Beginning Tank Inventory.
- Theoretical % Available Sales is calculated by dividing Well Available Sales/CTB Available Sales.



Coterra Energy Inc.
6001 Deauville Blvd
Midland, TX 79706

T 432-571-7800
F 432-571-7832
coterra.com

Wigeon 23 26 Fed Com Central Tank Battery

Commingle Details – Oil – Gas – Water Prorated Allocation Water Allocation Details – Exhibit 4

Each well has a water meter (WM) measuring the volume of water produced by the well. This volume is used as the allocation point to determine each wells allocated SW transferred off lease and Ending Inventory. There is also a meter on the SWD transfer pumps to measure volume sent to the water disposal system through the gathering system.

- CTB Beginning Inventory comes from previous accounting period's Ending Inventory.
- CTB Ending Inventory is calculated by adding CTB beginning inventory + Allocated Production – Total SW Transfer Volume.
- CTB SW Transfer meter – measures the volume of produced water that leaves the CTB.
- CTB Allocated Production is volume of water produced by the CTB and is calculated by CTB Ending Tank Inventory + CTB SWD Transfer – CTB Beginning Tank Inventory.
- WM measures the wells water production.
- Theoretical % is calculated WM volume / Sum of WM volume.
- Well Allocated Production is the calculated by Ending Tank Inventory + Well Allocated SW – Beginning Tank Inventory.
- Well Allocated SW is calculated by Theoretical % multiplied by CTB SW Transfer.
- Beginning Inventory comes from previous accounting period's allocated Ending Inventory for each well.
- Ending Inventory for each well is CTB Ending Inventory multiplied by Theoretical %.

NAME: Wigeon 23-26-35 Fed Com

Well Name:	Number:
Wigeon 23-26 Fed Com 3H	3H
Wigeon 23-26 Fed Com 5H	5H
Wigeon 23-26 Fed Com 4H	4H
Wigeon 23-26 Fed Com 6H	6H
Wigeon 23-26 Fed Com 7H	7H

COTERRA		Wigeon 23-26-35 Fed Com Allocation Methodology Example					Exhibit 3		
Allocated Gas Volumes for OGOR									
Meter ID		Unique ID number							
FMP	Facility Measurement Point	BLM approved point of royalty measurement							
CTB	Central Tank Battery	Group of wells producing into the same FMP							
WH Meter	Wellhead Meter	Volume from the orifice meter measuring the gas produced from each individual well							
Net Wellhead		WH meter - GL Meter/Well Gas Injection volume							
Theoretical %		Allocation % calculated by Well Meter for each well/total wellhead production for CTB							
Net Well Gas Sales		Theoretical % * Net CTB Gas Sales							
Well HP Flare	High Pressure Flare	Measures high pressure flare volume, allocation based on Theoretical % *HP Flare Meter volume (FMP)							
Well LP Flare	Low Pressure Flare	Measures the gas from the VRT - oil tanks, allocation based on theoretical % from oil allocation *LP Flare Meter volume (FMP)							
Well Allocated Production		Net Well Gas Sales + HP flare + LP Flare							
CTB Gas Sales		Gas Sales, meter that measures the gas volume that leaves the CTB							
HP Flare Meter		Measures high pressure flare volume							
LP Flare Meter		Measures low pressure flare volume							
CTB Allocated Production		CTB Gas Sales + HP flare + LP Flare							
Total Net FMP Volumes		Total Volume sold by Net CTB Gas Sales + HP Flare + LP Flare							
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.									
Well Name	Meter ID	WH Meter	GL Meter/Well Gas Injection	Net Wellhead	Theoretical %	Net Well Gas Sales	Well HP Flare	Well LP Flare	Well Allocated Production
Wigeon 23-26 Fed Com 3H	3HXXXXG	660	450	210	0.10	589.46	1.56	1.04	592.05
Wigeon 23-26 Fed Com 5H	5HXXXXG	1140	200	940	0.47	2638.51	6.98	4.65	2650.15
Wigeon 23-26 Fed Com 4H	4HXXXXG	940	630	310	0.15	870.15	2.30	1.53	873.99
Wigeon 23-26 Fed Com 6H	6HXXXXG	950	490	460	0.23	1291.19	3.42	2.28	1296.88
Wigeon 23-26 Fed Com 7H	7HXXXXG	570	470	100	0.05	280.69	0.74	0.50	281.93
Well(s) Total		4260	2240	2020	1.00	5670	15	10	5695
SUMMARY									
Meter Info	Meter ID	Volume							
CTB Gas Sales (FMP)	XXX CTBG	4260							
BuyBack Meter (FMP)	XXX BB	2240							
Net CTB Gas Sales	XXXXG	5670							
HP Flare Meter	XXXXHPF	15							
LP Flare Meter	XXXXVRT	10							
CTB Allocated Production		5695							
Total Net FMP Volumes		5695							

COTERRA		Wigeon 23-26-35 Fed Com					Exhibit 3
Allocated Oil Volumes for OGOR		Allocation Methodology Example					
Meter ID		Unique ID number					
CM	Coriolis Meter	Measures the oil from the separator on each individual well. Used as a basis for prorating CTB Allocated Production.					
CTB	Central Tank Battery	Group of wells producing into the same FMP					
FMP	Facility Measurement Point	BLM approved point of royalty measurement					
Theoretical %		Allocation % calculated by CM volume for each well/Total CM volume for all wells					
Well Allocated Production		Ending Inventory + Well Allocated Oil Sales - Beginning Inventory					
Well Allocated Oil Sales		Theoretical % * CTB Oil Sales					
Beginning Inventory		Ending Inventory from previous accounting month					
Ending Inventory		Theoretical % * CTB Ending Inventory					
CTB Beginning Inventory		CTB Ending Inventory from previous accounting month					
CTB Ending Inventory		CTB Oil Inventory on hand at accounting month closing					
CTB Oil Sales (FMP)		CTB Oil Sales, meter that measures the oil volume that leaves the CTB - FMP					
CTB Oil Production		CTB Ending Inventory + CTB Oil Sales - CTB Beginning Inventory					
Coterra Energy/Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.							
Well Name	Meter ID	Oil Meter	Theoretical %	Well Allocated Production	Well Allocated Oil Sales	Beginning Tank Inventory	Ending Tank Inventory
Wigeon 23-26 Fed Com 3H	3HXXXXP	650	0.19	580.38	690.38	220	110
Wigeon 23-26 Fed Com 5H	5HXXXXP	560	0.17	514.79	594.79	140	60
Wigeon 23-26 Fed Com 4H	4HXXXXP	700	0.21	683.49	743.49	150	90
Wigeon 23-26 Fed Com 6H	6HXXXXP	780	0.23	798.46	828.46	110	80
Wigeon 23-26 Fed Com 7H	7HXXXXP	690	0.20	732.87	732.87		0
Well(s) Total		3380	1.00	3310	3590	620	340
SUMMARY							
CTB Summary							
CTB Beginning Inventory	620	3380					
CTB Ending Inventory	340	1.00					
CTB Oil Sales	3590	3310					
CTB Oil Production	3310						
Oil Meter: sum of all individual well meters for the commingled facility.							
Theoretical %: individual wells percentage of total production for the month this is the basis for allocation (calculated number)							
Well Allocated Production: sum of Ending Inventory plus Well Allocated Oil Sales less Beginning Inventory							
Ending Inventory: sum of Beginning Inventory plus Well Allocated Production less Well Allocated Oil Sales							
Well Allocated Oil Sales: Total Sales from the month							
Beginning Inventory: Ending Inventory from previous accounting month							
Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.							
	3590						

COTERRA		Wigeon 23-26-35 Fed Com						
Coterra Energy Inc. is the result of the merger of Cinarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.								
Well Name	Meter ID	Water Meter	Theoretical %	Well Allocated Production	Well Allocated SW	Beginning Tank Inventory	Ending Tank Inventory	
Wigeon 23-26 Fed Com 3H	3HXXXXXW	510	0.19	490.00	510.00	110	90	
Wigeon 23-26 Fed Com 5H	5HXXXXXW	590	0.21	520.00	590.00	190	120	
Wigeon 23-26 Fed Com 4H	4HXXXXXW	580	0.21	440.00	580.00	190	50	
Wigeon 23-26 Fed Com 6H	6HXXXXXW	500	0.18	400.00	500.00	160	60	
Wigeon 23-26 Fed Com 7H	7HXXXXXW	570	0.21	530.00	570.00	140	100	
Well(s) Total		2750	1.00	2380	2750	790	420	
SUMMARY								
CTB Summary								
CTB Beginning Inventory	790	2750	Water Meter: measures the water from the separator for each well					
CTB Ending Inventory	420	1.00	Theoretical %: Allocation % calculated by WH volume for each well/total WH volume for all wells					
CTB SW Transfer	2750	2380	Well Allocated Production: sum of Well Allocation SW volume plus Ending Inventory less Beginning Inventory					
CTB Allocated Production			Ending Tank Inventory: Theoretical % multiplied by CTB Ending Inventory					
			Well Allocated SW: Theoretical % multiplied by CTB SW Transfer					
			Beginning Tank Inventory: Ending Inventory from previous accounting month					
		2750	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.					

Exhibit 3

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION INFORMATION

API Number 30-015-55893	Pool Code 97494	Pool Name COTTONWOOD DRAW; BONE SPRING
Property Code 336943	Property Name WIGEON 23-26 FEDERAL COM	Well Number 3H
OGRID No. 215099	Operator Name COTERRA ENERGY OPERATING CO.	Ground Level Elevation 3,288.0'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

Surface Location

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 385 NORTH	Ft. from E/W 1,665 EAST	Latitude (NAD 83) 32.121597°	Longitude (NAD 83) -104.260318°	County EDDY
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Bottom Hole Location

UL O	Section 26	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 2,292 EAST	Latitude (NAD 83) 32.093824°	Longitude (NAD 83) -104.262418°	County EDDY
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Dedicated Acres 640	Infill or Defining Well WIGEON 23-26 FEDERAL COM 5H	Defining Well API 30-015-55915	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 321 NORTH	Ft. from E/W 2,312 EAST	Latitude (NAD 83) 32.121751°	Longitude (NAD 83) -104.262410°	County EDDY
---------	---------------	-----------------	--------------	-----	---------------------------	----------------------------	---------------------------------	------------------------------------	----------------

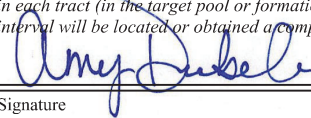

First Take Point (FTP)

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 321 NORTH	Ft. from E/W 2,312 EAST	Latitude (NAD 83) 32.121751°	Longitude (NAD 83) -104.262410°	County EDDY
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Last Take Point (LTP)

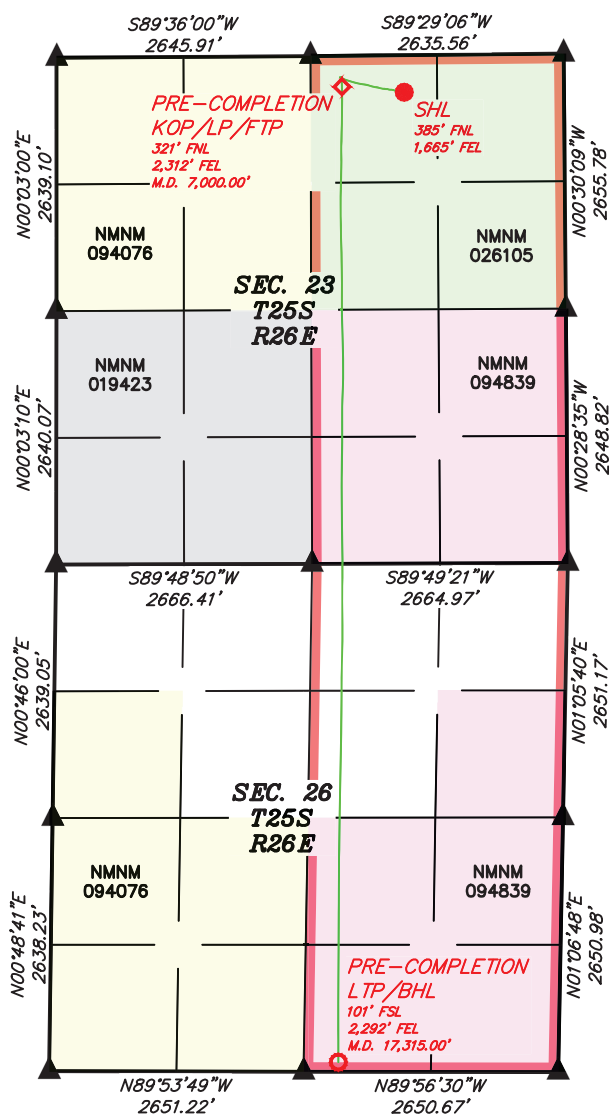
UL O	Section 26	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 2,292 EAST	Latitude (NAD 83) 32.093824°	Longitude (NAD 83) -104.262418°	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i>  10/14/2025 Signature _____ Date _____ Amy Doebele Printed Name _____ amy.doebele@coterra.com Email Address _____	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plan was plotted from the 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.</i>  Signature and Seal of Professional Surveyor 23782 February 20, 2024 Certificate Number _____ Date of Survey _____
--	--

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

Property Name WIGEON 23-26 FEDERAL COM	Well Number 3H	Drawn By N.R. 10-08-25	Revised By
---	-------------------	---------------------------	------------



- = SURFACE HOLE LOCATION.
- ◆ = PRE-COMPLETION KICK OFF POINT/LANDING POINT/FIRST TAKE POINT.
- = PRE-COMPLETION LAST TAKE POINT/BOTTOM HOLE LOCATION.
- ▲ = SECTION CORNER LOCATED.
- = DEDICATED ACREAGE.

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Pre-Completion well head has not been field verified.
- Wellbore data provided by Coterra Energy Operating Co.
- Colored areas within section lines represent Federal oil & gas leases.

MEASURED DEPTH WELLBORE DISTANCE FROM FTP TO LTP	
TRACT	DISTANCE
NMNM 026105	2,473.60'
NMNM 094839	5,195.76'
W/2 NE 1/4 SECTION 26	2,645.64'
TOTAL	10,315.00'

NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°07'17.75" (32.121597°)
LONGITUDE = -104°15'37.14" (-104.260318°)

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°07'17.32" (32.121477°)
LONGITUDE = -104°15'35.35" (-104.259820°)

STATE PLANE NAD 83 (N.M. EAST)

N: 407980.61' E: 563941.56'

STATE PLANE NAD 27 (N.M. EAST)

N: 407923.44' E: 522758.62'

NAD 83 (PRE-COMPLETION KOP/LP/FTP)

LATITUDE = 32°07'18.30" (32.121751°)
LONGITUDE = -104°15'44.68" (-104.262410°)

NAD 27 (PRE-COMPLETION KOP/LP/FTP)

LATITUDE = 32°07'17.87" (32.121631°)
LONGITUDE = -104°15'42.89" (-104.261913°)

STATE PLANE NAD 83 (N.M. EAST)

N: 408036.15' E: 563293.67'

STATE PLANE NAD 27 (N.M. EAST)

N: 407978.99' E: 522110.73'

NAD 83 (PRE-COMPLETION LTP/BHL)

LATITUDE = 32°05'37.77" (32.093824°)
LONGITUDE = -104°15'44.70" (-104.262418°)

NAD 27 (PRE-COMPLETION LTP/BHL)

LATITUDE = 32°05'37.33" (32.093704°)
LONGITUDE = -104°15'42.91" (-104.261921°)

STATE PLANE NAD 83 (N.M. EAST)

N: 397877.28' E: 563298.06'

STATE PLANE NAD 27 (N.M. EAST)

N: 397820.31' E: 522114.97'



SCALE

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION INFORMATION

API Number 30-015-55915	Pool Code 97494	Pool Name COTTONWOOD DRAW; BONE SPRING
Property Code 336943	Property Name WIGEON 23-26 FEDERAL COM	Well Number 5H
OGRID No. 215099	Operator Name COTERRA ENERGY OPERATING CO.	Ground Level Elevation 3,288.1'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

Surface Location

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 399 NORTH	Ft. from E/W 1,650 EAST	Latitude (NAD 83) 32.121559°	Longitude (NAD 83) -104.260271°	County EDDY
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Bottom Hole Location

UL P	Section 26	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 1,056 EAST	Latitude (NAD 83) 32.093834°	Longitude (NAD 83) -104.258427°	County EDDY
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Dedicated Acres 640	Infill or Defining Well WIGEON 23-26 FEDERAL COM 5H	Defining Well API 30-015-55915	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL A	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 117 NORTH	Ft. from E/W 1,126 EAST	Latitude (NAD 83) 32.122352°	Longitude (NAD 83) -104.258589°	County EDDY
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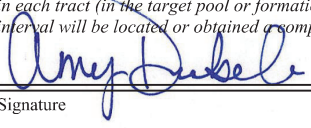

First Take Point (FTP)

UL A	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 117 NORTH	Ft. from E/W 1,126 EAST	Latitude (NAD 83) 32.122352°	Longitude (NAD 83) -104.258589°	County EDDY
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Last Take Point (LTP)

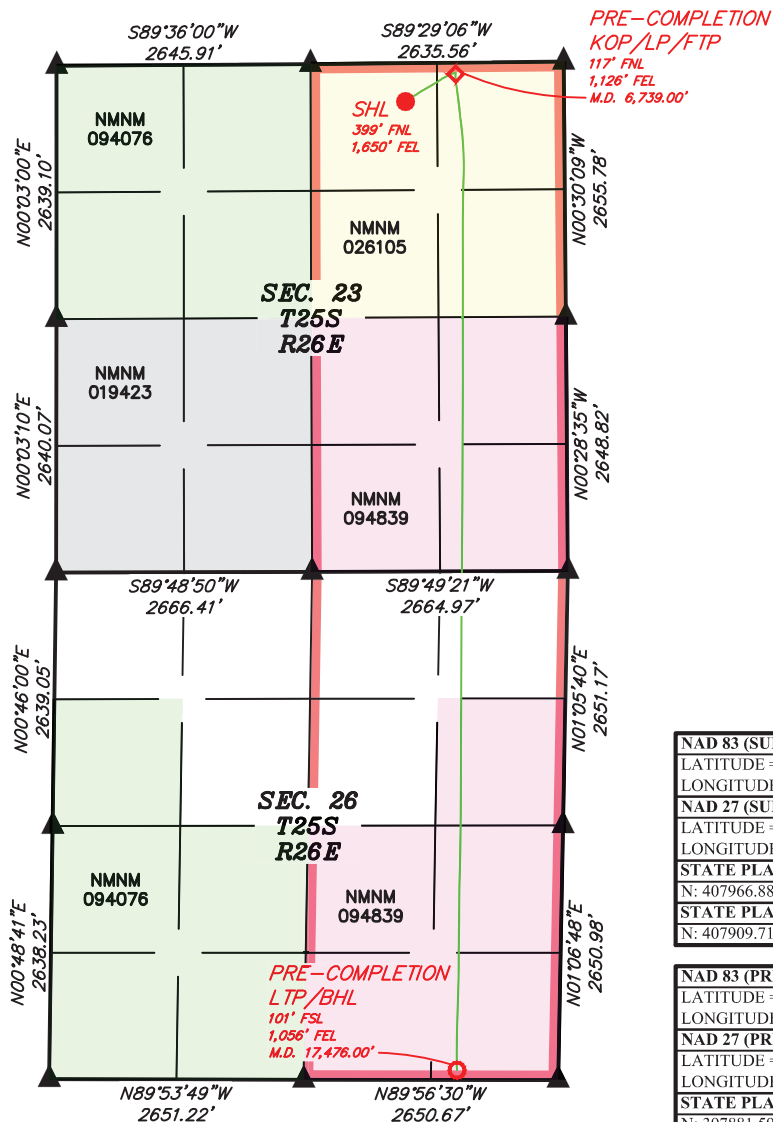
UL P	Section 26	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 1,056 EAST	Latitude (NAD 83) 32.093834°	Longitude (NAD 83) -104.258427°	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i>  10/14/2025 Signature _____ Date _____ Amy Doebele Printed Name _____ amy.doebele@coterra.com Email Address _____	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plan was plotted from the 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.</i>  Signature and Seal of Professional Surveyor _____ 23782 February 20, 2024 Certificate Number _____ Date of Survey _____
--	--

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

Property Name WIGEON 23-26 FEDERAL COM	Well Number 5H	Drawn By N.R. 10-08-25	Revised By
---	-------------------	---------------------------	------------



- = SURFACE HOLE LOCATION.
- ◆ = PRE-COMPLETION KICK OFF POINT/LANDING POINT/FIRST TAKE POINT.
- = PRE-COMPLETION LAST TAKE POINT/BOTTOM HOLE LOCATION.
- ▲ = SECTION CORNER LOCATED.
- = DEDICATED ACREAGE.

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Pre-Completion well head has not been field verified.
- Wellbore data provided by Coterra Energy Operating Co.
- Colored areas within section lines represent Federal oil & gas leases.

MEASURED DEPTH WELLBORE DISTANCE FROM FTP TO LTP	
TRACT	DISTANCE
NMNM 026105	2,894.88'
NMNM 094839	6,518.11'
NE 1/4 NE 1/4 SECTION 26	1,324.01'
TOTAL	10,737.00'

NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°07'17.61" (32.121559°)
 LONGITUDE = -104°15'36.97" (-104.260271°)

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°07'17.18" (32.121439°)
 LONGITUDE = -104°15'35.18" (-104.259773°)

STATE PLANE NAD 83 (N.M. EAST)

N: 407966.88' E: 563956.10'

STATE PLANE NAD 27 (N.M. EAST)

N: 407909.71' E: 522773.15'

NAD 83 (PRE-COMPLETION KOP/LP/FTP)

LATITUDE = 32°07'20.47" (32.122352°)
 LONGITUDE = -104°15'30.92" (-104.258589°)

NAD 27 (PRE-COMPLETION KOP/LP/FTP)

LATITUDE = 32°07'20.04" (32.122232°)
 LONGITUDE = -104°15'29.13" (-104.258092°)

STATE PLANE NAD 83 (N.M. EAST)

N: 408255.90' E: 564476.47'

STATE PLANE NAD 27 (N.M. EAST)

N: 408198.71' E: 523293.52'

NAD 83 (PRE-COMPLETION LTP/BHL)

LATITUDE = 32°05'37.80" (32.093834°)
 LONGITUDE = -104°15'30.34" (-104.258427°)

NAD 27 (PRE-COMPLETION LTP/BHL)

LATITUDE = 32°05'37.37" (32.093713°)
 LONGITUDE = -104°15'28.55" (-104.257930°)

STATE PLANE NAD 83 (N.M. EAST)

N: 397881.59' E: 564533.97'

STATE PLANE NAD 27 (N.M. EAST)

N: 397824.59' E: 523350.86'



SCALE

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
ARTESIA DISTRICT
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

FEB 20 2018

☒ AMENDED REPORT

RECEIVED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-43156	² Pool Code 98220	³ Pool Name Purple Sage, Wolfcamp
⁴ Property Code	⁵ Property Name WIGEON 23-26 FEDERAL COM	⁶ Well Number 4H
⁷ OGRID No. 215099	⁸ Operator Name CIMAREX ENERGY CO.	⁹ Elevation 3281.1'

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	23	25 S	26 E		306	NORTH	752	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	26	25 S	26 E		330	SOUTH	375	EAST	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.

¹⁶ NOTE:
Distances referenced on plat to section lines and are perpendicular.

NAD 83 (SURFACE HOLE LOCATION)		
LATITUDE = 32°07'18.65" (32.121847)		
LONGITUDE = 104°15'26.60" (104.257389)		
NAD 27 (SURFACE LOCATION)		
LATITUDE = 32°07'18.21" (32.121725)		
LONGITUDE = 104°15'24.81" (104.256892)		
STATE PLANE NAD 83 (N.M. EAST)		
N: 408071.97 E: 564848.14		
STATE PLANE NAD 27 (N.M. EAST)		
N: 408014.79 E: 523665.19		
NAD 83 (BOTTOM HOLE LOCATION)		
LATITUDE = 32°05'40.09" (32.094469)		
LONGITUDE = 104°15'21.85" (104.256069)		
NAD 27 (BOTTOM HOLE LOCATION)		
LATITUDE = 32°05'39.65" (32.094347)		
LONGITUDE = 104°15'20.07" (104.255575)		
STATE PLANE NAD 83 (N.M. EAST)		
N: 398112.92 E: 565263.39		
STATE PLANE NAD 27 (N.M. EAST)		
N: 398055.91 E: 524080.28		

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S87°24'06"E	427.63'

SCALE
2000' 1000' 0 2000'

● = SURFACE HOLE LOCATION
○ = BOTTOM HOLE LOCATION
▲ = SECTION CORNERS LOCATED
◆ = LANDING POINT

REV: 03 01-04-17 K.A. (BHL AND LP MOVE)

"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 this division.

Signature: *Kimberleigh Rhodes* Date: 10/16/17
Printed Name: Kimberleigh Rhodes
E-mail Address: kirhodes@cimarex.com

"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.

Date of Survey: April 24, 2014
Signature and Seal of Professional Surveyor:
Paul Buchele
PAUL BUCHELE
NEW MEXICO
23432
01-04-17
PROFESSIONAL SURVEYOR

Certificate Number:

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
			<input type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-015-56148	Pool Code 97494	Pool Name COTTONWOOD DRAW; BONE SPRING
Property Code 336943	Property Name WIGEON 23-35 FEDERAL COM	Well Number 6H
OGRID No. 215099	Operator Name COTERRA ENERGY OPERATING CO.	Ground Level Elevation 3,288.4'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

Surface Location

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 413 NORTH	Ft. from E/W 1,636 EAST	Latitude (NAD 83) 32.121521°	Longitude (NAD 83) -104.260224°	County EDDY
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Bottom Hole Location

UL P	Section 35	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 1,055 EAST	Latitude (NAD 83) 32.079286°	Longitude (NAD 83) -104.258592°	County EDDY
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Dedicated Acres 960	Infill or Defining Well WIGEON 23-26 FEDERAL COM 6H	Defining Well API 30-015-56148	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL A	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 87 NORTH	Ft. from E/W 989 EAST	Latitude (NAD 83) 32.122439°	Longitude (NAD 83) -104.258146°	County EDDY
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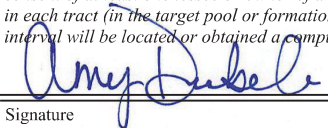
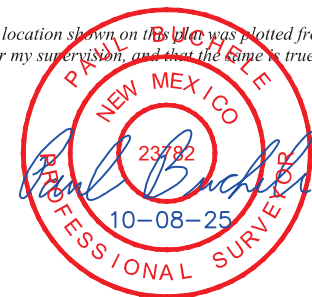
First Take Point (FTP)

UL A	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 988 EAST	Latitude (NAD 83) 32.122403°	Longitude (NAD 83) -104.258142°	County EDDY
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Last Take Point (LTP)

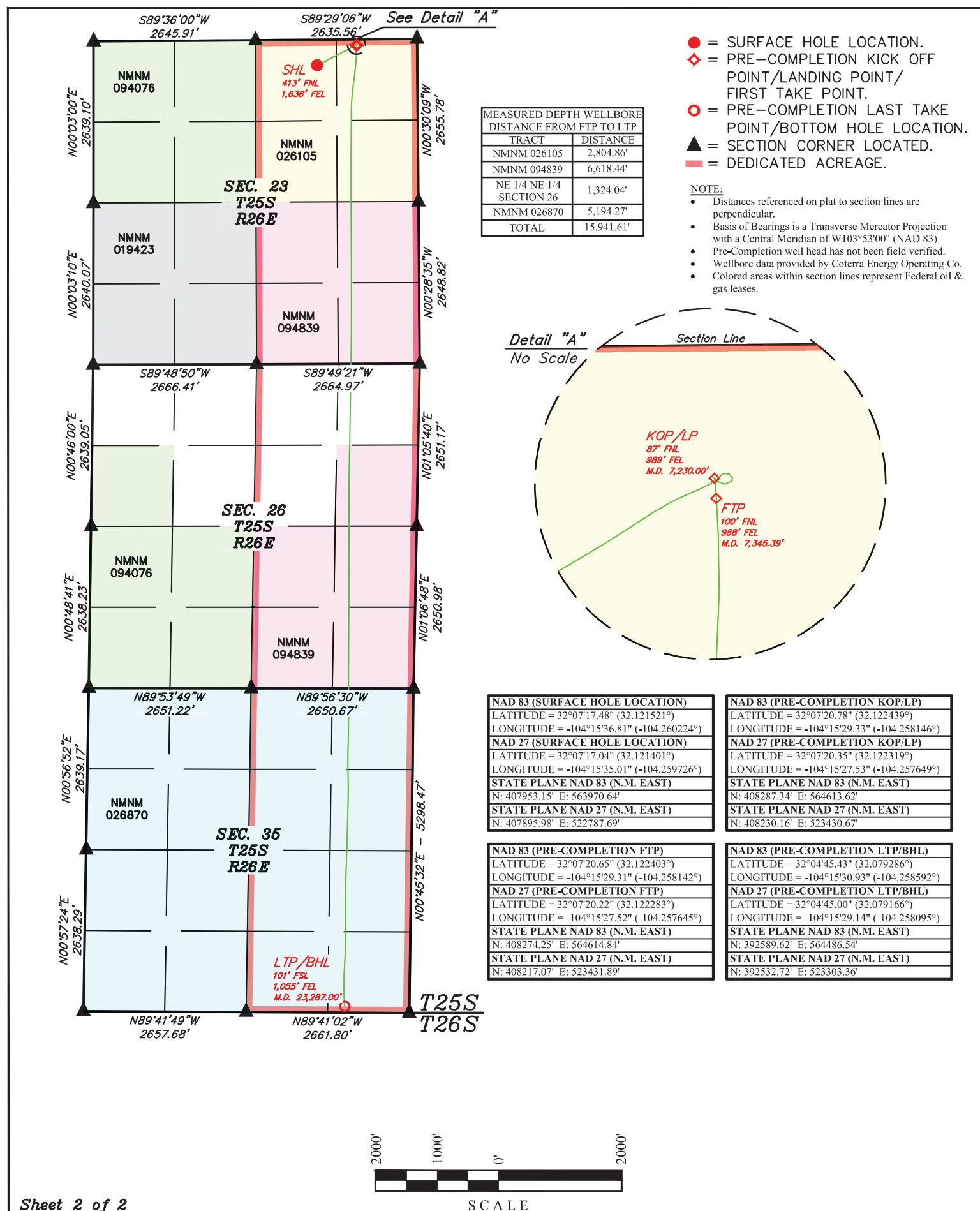
UL P	Section 35	Township 25S	Range 26E	Lot	Ft. from N/S 101 SOUTH	Ft. from E/W 1,055 EAST	Latitude (NAD 83) 32.079286°	Longitude (NAD 83) -104.258592°	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i>  10/14/2025 Signature _____ Date _____ Amy Doebele Printed Name _____ amy.doebele@coterra.com Email Address _____	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plan was plotted from the 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.</i>  Signature and Seal of Professional Surveyor _____ 23782 February 20, 2024 Certificate Number _____ Date of Survey _____
---	--

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

Property Name WIGEON 23-35 FEDERAL COM	Well Number 6H	Drawn By N.R. 10-08-25	Revised By
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C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION INFORMATION

API Number 30-015-56149	Pool Code 97494	Pool Name COTTONWOOD DRAW; BONE SPRING
Property Code 336943	Property Name WIGEON 23-35 FEDERAL COM	Well Number 7H
OGRID No. 215099	Operator Name COTERRA ENERGY OPERATING CO.	Ground Level Elevation 3,287.9'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

Surface Location

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 371 NORTH	Ft. from E/W 1,679 EAST	Latitude (NAD 83) 32.121634°	Longitude (NAD 83) -104.260365°	County EDDY
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Bottom Hole Location

UL O	Section 35	Township 25S	Range 26E	Lot	Ft. from N/S 108 SOUTH	Ft. from E/W 2,288 EAST	Latitude (NAD 83) 32.079313°	Longitude (NAD 83) -104.262572°	County EDDY
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Dedicated Acres 960	Infill or Defining Well WIGEON 23-35 FEDERAL COM 6H	Defining Well API 30-015-56148	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 111 NORTH	Ft. from E/W 2,314 EAST	Latitude (NAD 83) 32.122327°	Longitude (NAD 83) -104.262425°	County EDDY
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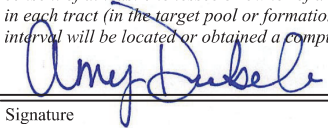

First Take Point (FTP)

UL B	Section 23	Township 25S	Range 26E	Lot	Ft. from N/S 111 NORTH	Ft. from E/W 2,314 EAST	Latitude (NAD 83) 32.122327°	Longitude (NAD 83) -104.262425°	County EDDY
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Last Take Point (LTP)

UL O	Section 35	Township 25S	Range 26E	Lot	Ft. from N/S 108 SOUTH	Ft. from E/W 2,288 EAST	Latitude (NAD 83) 32.079313°	Longitude (NAD 83) -104.262572°	County EDDY
---------	---------------	-----------------	--------------	-----	---------------------------	----------------------------	---------------------------------	------------------------------------	----------------

Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i>  10/14/2025 Signature _____ Date _____ Amy Doebele Printed Name _____ amy.doebele@coterra.com Email Address _____	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plan was plotted from the 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.</i>  Signature and Seal of Professional Surveyor 23782 February 20, 2024 Certificate Number _____ Date of Survey _____
---	--

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

Property Name WIGEON 23-35 FEDERAL COM	Well Number 7H	Drawn By N.R. 10-08-25	Revised By
---	-------------------	---------------------------	------------

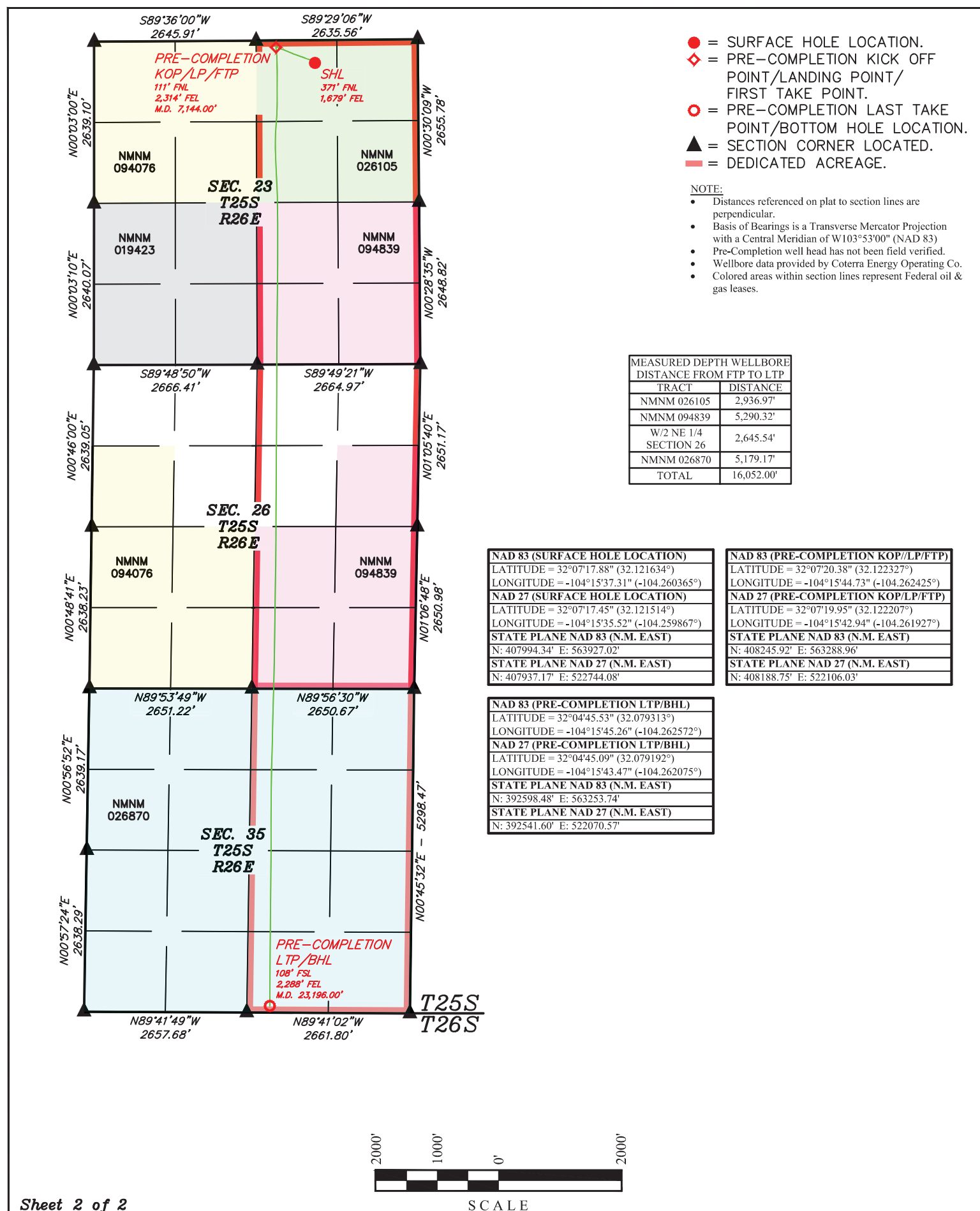


Exhibit 4

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of May, 2025, 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 25 South, Range 26 East, N.M.P.M.

Section 23: E/2

Section 26: E/2

Section 35: E/2

Eddy County, New Mexico

Containing **960.00** acres, and this agreement shall include only the **Bone Spring formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Cimarex Energy Co. of Colorado**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. 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 lessees of record and operating rights owners 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.
If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/6th or 16 2/3 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 5/6th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit “B” attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party(ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party(ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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

area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 1, 2025, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

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

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

Cimarex Energy Co. of Colorado

Operator

Date

By: _____
Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this ____ day of _____, 2025, before me, a Notary Public for the State of Texas, personally appeared Bradley Cantrell, known to me to be the attorney-in-fact of Cimarex Energy Co. of Colorado, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

My Commission Expires

Notary Public

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

I, the undersigned, hereby certify, on behalf of **Cimarex Energy Co. of Colorado**, Operator of this Communitization Agreement, that all lessees of record and operating rights owners shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Date

By: _____
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this ____ day of _____, 2025, before me, a Notary Public for the State of Texas, personally appeared Bradley Cantrell, known to me to be the attorney-in-fact of Cimarex Energy Co. of Colorado, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

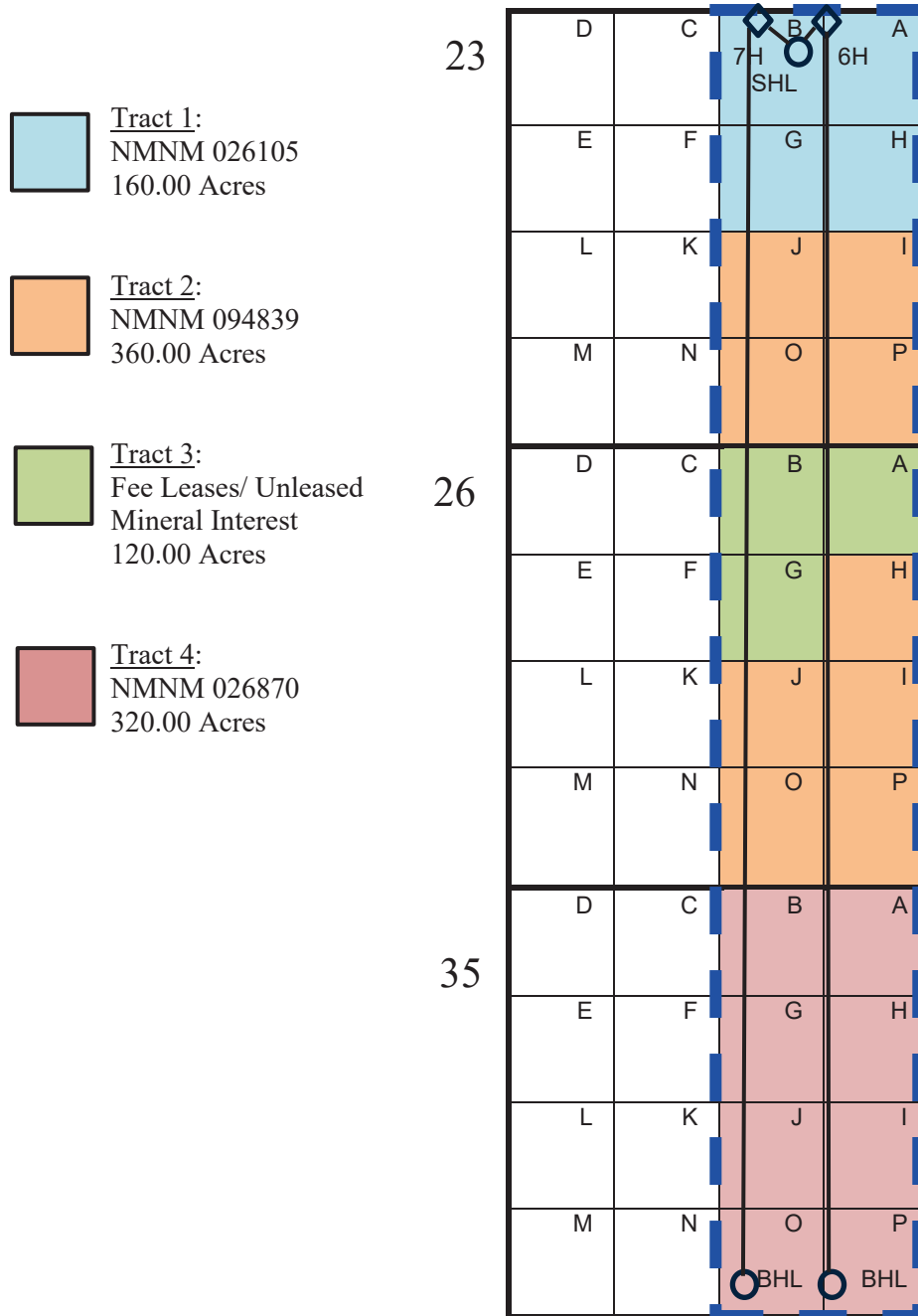
My Commission Expires

Notary Public

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

EXHIBIT "A"

Plat of communitized area covering 960.00 acres in the E/2 of Sections 23, 26 and 35, Township 25
South, Range 26 East, N.M.P.M, Eddy County, New Mexico

Wigeon 23-35 Federal Com

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

EXHIBIT "B"

To Communitization Agreement Dated May 1, 2025, embracing the following described lands in the E/2 of Sections 23, 26, and 35, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: **Cimarex Energy Co. of Colorado**

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

Lease Serial Number: NMNM 026105

Description of Land Committed: NE/4 of Section 23, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 160.00

Current Lessee(s) of Record: EOG Resources Inc.
Chevron U.S.A. Production Co.

Names of Working Interest Owners: Magnum Hunter Production, Inc.
Coterra Energy Operating Co.

Tract No. 2

Lease Serial Number: NMNM 094839

Description of Land Committed: SE/4 of Section 23 and SE/4, SE/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 360.00

Current Lessee(s) of Record: Chevron U.S.A. Inc.

Names of Working Interest Owners: Coterra Energy Operating Co.
Chevron U.S.A. Inc.

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

Tract No. 3 – Fee Leases/ Unleased Mineral Interests

1. Lessor: Desert Partners, VII, LP

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

2. Lessor: B&G Royalties

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

3. Lessor: Ross Duncan Properties, LLC

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

4. Lessor: Arroyo Resources, Ltd.

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County,

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: CG WI Holdings, LLC

Names of Working Interest Owners: CG WI Holdings, LLC

5. Unleased Mineral Interest Owner: Lost Creek Royalties, LLC

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Tract No. 4

Lease Serial Number: NMNM 026870

Description of Land Committed: E/2 of Section 35, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 320.00

Current Lessee(s) of Record: Oxy USA Inc.

Names of Working Interest Owners: Magnum Hunter Production, Inc.
Chevron U.S.A. Production Co.Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	16.67%
2	360.00	37.50%
3	120.00	12.50%
4	320.00	33.33%
Total:	960.00	100.00%

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

WORKING INTEREST OWNER:
Coterra Energy Operating Co.

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Bradley Cantrell, acting as Attorney-in-Fact, for **Coterra Energy Operating Co.**, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

WORKING INTEREST OWNER:
Magnum Hunter Production, Inc.

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Bradley Cantrell, acting as Attorney-in-Fact, for **Magnum Hunter Production, Inc.**, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

Title: _____

LESSEE OF RECORD/WORKING INTEREST OWNER:
Chevron U.S.A. Inc.

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §
§

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:
MRC Permian Company

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

WORKING INTEREST OWNER:
CG WI HOLDINGS, LLC

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said
_____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

MINERAL INTEREST OWNER:
Lost Creek Royalties, LP

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said
_____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

LESSEE OF RECORD:

Oxy USA Inc.

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §
§

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:
Chevron U.S.A Production Co.

Dated this _____ day of _____, 2025

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2025,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-35 Fed Com 6H
E/2 Sec. 23, 26, and 35, T25S/R26E
960.00 – Bone Spring

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of May, 2025, 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 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Coterra Energy Operating Co.**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. 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 lessees of record and operating rights owners 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.
If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/6th or 16 2/3 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 5/6th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party(ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party(ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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

- area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is May 1, 2025, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

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

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

Coterra Energy Operating Co.

Operator

Date

By: _____
Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Bradley Cantrell, known to me to be the attorney-in-fact of Coterra Energy Operating Co., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

My Commission Expires

Notary Public

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

I, the undersigned, hereby certify, on behalf of **Coterra Energy Operating Co.**, Operator of this Communitization Agreement, that all lessees of record and operating rights owners shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Date

By: _____
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Bradley Cantrell, known to me to be the attorney-in-fact of Coterra Energy Operating Co., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

My Commission Expires

Notary Public

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

Plat of communitized area covering 640.00 acres in the E/2 of Sections 23 and 26, Township 25 South, Range 26 East, N.M.P.M, Eddy County, New Mexico

23

D C B A

3H 5H SHL

E F G H

L K J I

M N O P

26

D C B A

E F G H

L K J I

M N O P

BHL BHL

Tract 1:
NMNM 026105
160.00 Acres

Tract 2:
NMNM 094839
360.00 Acres

Tract 3:
Fee Leases/ Unleased Mineral
Interests
120.00 Acres

Released to Imaging: 1/8/2026 4:26:17 PM

EXHIBIT "B"

To Communitization Agreement Dated May 1, 2025, embracing the following described lands in the E/2 of Sections 23 & 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: **Coterra Energy Operating Co.**

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

Lease Serial Number: NMNM 026105

Description of Land Committed: NE/4 of Section 23, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 160.00

Current Lessee(s) of Record: EOG Resources Inc.
Chevron U.S.A. Production Co.

Names of Working Interest Owners: Magnum Hunter Production, Inc.
Coterra Energy Operating Co.

Tract No. 2

Lease Serial Number: NMNM 094839

Description of Land Committed: SE/4 of Section 23 and SE/4, SE/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 360.00

Current Lessee(s) of Record: Chevron U.S.A. Inc.

Names of Working Interest Owners: Coterra Energy Operating Co.
Chevron U.S.A. Inc.

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

Tract No. 3 – Fee Leases/ Unleased Mineral Interests

1. Lessor: Desert Partners, VII, LP

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

2. Lessor: B&G Royalties

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

3. Lessor: Ross Duncan Properties, LLC

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: MRC Permian Company

Names of Working Interest Owners: MRC Permian Company

4. Lessor: Arroyo Resources, Ltd.

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County,

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

New Mexico

Number of Acres: 120.00

Current Lessee(s) of Record: CG WI Holdings, LLC

Names of Working Interest Owners: CG WI Holdings, LLC

5. Unleased Mineral Interest Owner: Lost Creek Royalties, LLC

Description of Land Committed: N/2NE/4, SW/4NE/4 Section 26, Township 25 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 120.00

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	25.00%
2	360.00	56.25%
3	120.00	18.75%
Total:	640.00	100.00%

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

WORKING INTEREST OWNER:
Coterra Energy Operating Co.

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Bradley Cantrell, acting as Attorney-in-Fact, for **Coterra Energy Operating Co.**, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

WORKING INTEREST OWNER:
Magnum Hunter Production, Inc.

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Bradley Cantrell, acting as Attorney-in-Fact, for **Magnum Hunter Production, Inc.**, a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

Title: _____

LESSEE OF RECORD/WORKING INTEREST OWNER:
Chevron U.S.A. Inc.

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:
MRC Permian Company

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, acting as _____, for _____
_____, a _____, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

MINERAL INTEREST OWNER:
CG WI Holdings, LLC

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, acting as _____, for _____
_____, a _____, on behalf of said
_____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring

MINERAL INTEREST OWNER:
Lost Creek Royalties, LP

Dated this _____ day of _____, 2024

By: (Signature) _____

By: (Printed Name) _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, acting as _____, for _____
_____, a _____, on behalf of said
_____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 5H
E/2 Sec. 23 & 26, T25S/R26E
640.00 - Bone Spring



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

www.blm.gov/nm



IN REPLY REFER TO:

NMNM137574

3105.2 (P0220)

01/10/2018

Reference:

Communitization Agreement

Wigeon 23-26 Fed Com #4H

Section 23: E2

Section 26: E2

T. 25 S., R. 26 E., N.M.P.M.

Eddy County, NM

Cimarex Energy Company

Attn: Kaimi Brownlee

600 N Marienfeld Street

Midland, TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM137574 involving 160 acres of Federal land in lease NMNM 26105, 360 acres of Federal land in lease NMNM 94839 and 120 acres of Fee Lands, Eddy County, New Mexico, which comprise a 640.00 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Wolfcamp formation beneath the E2 of Section 23, and E2 of Section 26, T. 25 S., R. 26 E, NMPM, Eddy County, NM, and is effective September 7, 2016. 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.

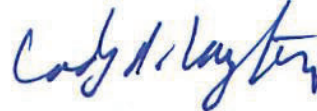
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is 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 Chris Walls, Petroleum Engineer at (575) 234-2234 or Deborah Ham at (575) 234-5965.

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

Sincerely,



Cody R. Layton
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NM State Land Comm. (Only CA with "State" or "Fee" acreage)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2 of Section 23, and E2 of Section 26, T. 25 S., R. 26 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 01/10/2018



Cody R. Layton
Assistant Field Manager
Lands and Minerals

Effective: September 7, 2016

Contract No.: Com. Agr. NMNM137574

COMMUNITIZATION AGREEMENT

Contract No. NM 137574

THIS AGREEMENT is entered into as of the date shown in Section 10 hereof 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;

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 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

Containing 640.00 acres, and this agreement shall include only the **Wolfcamp** formation(s) underlying said lands, and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation(s).

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
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Eddy County, New Mexico

2. Attached hereto, and made a part of this agreement for all purposes, are Exhibits A and 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. All matters of operation 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 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 therefrom 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, State or fee land included within the communitized area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
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Eddy County, New Mexico

communitized 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 7, 2016**, 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 two (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 two 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

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
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Eddy County, New Mexico

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



12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs 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 of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

Cimarex Energy Co.

Date: _____

By: 
Roger Alexander, Attorney-in-Fact 

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron USA Inc.

Date: _____

By: Nick Brock
Name: Nick Brock
Title: Attorney-in-Fact

**Featherstone Development
Corporation**

Date: _____

By: _____
Name: _____
Title: _____

**Magnum Hunter Production, Inc., a
wholly owned subsidiary of Cimarex
Energy Co.**

Date: _____

By: _____
Roger Alexander, Attorney-in-Fact

EOG Resources Inc.

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Chevron USA Inc.

Date: _____

By: Nick Brock
Name: Nick Brock
Title: Attorney-in-Fact

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2E/2
Section 26: E/2E/2
Eddy County, New Mexico

RECORD TITLE OWNERS (LESSEES OF RECORD):**Chevron USA Inc.**

Date: _____

By: _____
Name: _____
Title: _____**Featherstone Development
Corporation**Date: 10/7/16By: _____
Name: Olen Featherstone III
Title: President**Magnum Hunter Production, Inc., a
wholly owned subsidiary of Cimarex
Energy Co.**

Date: _____

By: _____
Roger Alexander, Attorney-in-Fact**EOG Resources Inc.**

Date: _____

By: _____
Name: _____
Title: _____**WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):****Chevron USA Inc.**

Date: _____

By: _____
Name: _____
Title: _____

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2E/2
Section 26: E/2E/2
Eddy County, New Mexico

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron USA Inc.

Date: _____

By: _____
Name: _____
Title: _____

Featherstone Development
Corporation

Date: _____

By: _____
Name: _____
Title: _____

Magnum Hunter Production, Inc., a
wholly owned subsidiary of Cimarex
Energy Co.

Date: _____

By: _____
Roger Alexander, Attorney-in-Fact  

EOG Resources Inc.

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Chevron USA Inc.

Date: _____

By: _____
Name: _____
Title: _____

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

RECORD TITLE OWNERS (LESSEES OF RECORD):**Chevron USA Inc.**

Date: _____

By: Nick Brock

Name: Nick Brock

Title: Attorney-in-Fact

Featherstone Development Corporation

Date: _____

By: _____

Name:

Title:

Magnum Hunter Production, Inc., a wholly owned subsidiary of Cimarex Energy Co.

Date: _____

By: _____

Roger Alexander, Attorney-in-Fact

EOG Resources Inc.Date: 6.27.12By: Ezra Jacob

Name: Ezra Jacob

Title: Vice President & General Manager ^{uo} PH**WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):****Chevron USA Inc.**

Date: _____

By: Nick Brock

Name: Nick Brock

Title: Attorney-in-Fact

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2E/2
Section 26: E/2E/2
Eddy County, New Mexico

Magnum Hunter Production, Inc., a
wholly owned subsidiary of Cimarex
Energy Co.

Date: _____

By: 
Roger Alexander, Attorney-in-Fact *MA*

Date: _____

~~By: _____
Name: _____
Title: _____~~

~~Arroyo Resources, Ltd.~~

Date: _____

By: _____
Name: _____
Title: _____

Lost Creek Royalties, LP

Date: _____

By: _____
Name: _____
Title: _____

MRC Permian Company

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
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Eddy County, New Mexico

**Magnum Hunter Production, Inc., a
wholly owned subsidiary of Cimarex
Energy Co.**

Date: _____

By: _____
Roger Alexander, Attorney-in-Fact

Date: _____

By: _____
Name: _____
Title: _____

~~Arroyo Resources, Ltd.~~

~~Lost Creek Royalties, LP~~

Date: _____

By: _____
Name: _____
Title: _____

Date: 12/14/2016

MRC Permian Company
By: _____
Name: CRAIG N. ADAMS
Title: EXECUTIVE VICE PRESIDENT

*mw
R&R*

Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

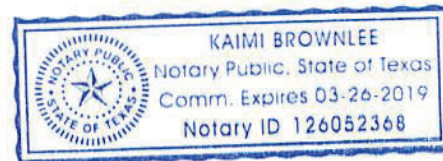
ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
 COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co.

Kaimi Brownlee
 Notary Public in and for the State of Texas

My Commission Expires: March 26, 2019

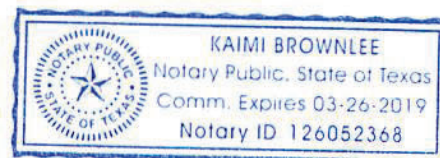


STATE OF TEXAS)
)
 COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Roger Alexander, as Attorney-in-Fact of Magnum Hunter Production, Inc., a wholly owned subsidiary of Cimarex Energy Co.

Kaimi Brownlee
 Notary Public in and for the State of Texas

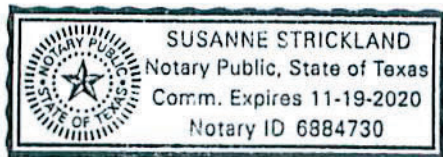
My Commission Expires: March 26, 2019



Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico

STATE OF Texas)
)
 COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 17th day of November, 2016, by Nick Brock, as Attorney-in-Fact of Chevron USA Inc.



Susanne Strickland
 Notary Public in and for the State of Texas

My Commission Expires: 11-19-2020

STATE OF _____)
)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Featherstone Development Corporation.

 Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2E/2
 Section 26: E/2E/2
 Eddy County, New Mexico

STATE OF _____)
)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Chevron USA Inc.

 Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF New Mexico
 COUNTY OF Chaves

The foregoing instrument was acknowledged before me this 7th day of October, 2016, by Olen Featherstone III as President of Featherstone Development Corporation.



OFFICIAL SEAL
 TRACEY VAN WINKLE
 NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 11/8/19

Tracey Van Winkle
 Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2E/2
 Section 26: E/2E/2
 Eddy County, New Mexico

My commission expires: _____
NOTARY PUBLIC STATE OF NEW MEXICO
TRACEY VAN WINKLE
OFFICIAL SEAL



STATE OF Texas)
)
 COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 28th day of June, 2018, by Erca Jacob, Vice President & General Manager of EOG Resources, Inc.

Cary Ann Van Degna
 Notary Public in and for the State of Texas

My Commission Expires: 11/24/2020



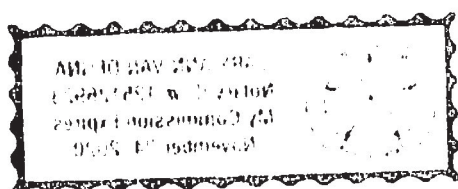
~~STATE OF _____)
)
 COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Arroyo Resources, Ltd.~~

~~_____
 Notary Public in and for the State of Texas~~

~~My Commission Expires: _____~~

Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico



STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of EOG Resources Inc.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Arroyo Resources, Ltd.

Notary Public in and for the State of Texas

My Commission Expires: _____

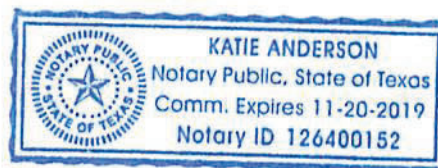
Wigeon 23-26 Fed Com 4H
Township 25 South, Range 26 East, N.M.P.M.
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

STATE OF Texas)
)
 COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Richard H. Coats, as Manager of Lost Creek Royalties, LP, a Texas limited liability company, the general partner of Lost Creek Royalties LP, a Texas limited partnership, on behalf of said company and for the partnership.

Katie Anderson
 Notary Public in and for the State of Texas

My Commission Expires: 11-20-2019



STATE OF _____)
)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of MRC Permian Company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico

STATE OF _____)
)
 COUNTY OF _____)

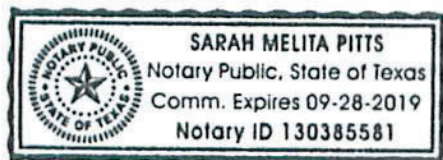
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Lost Creek Royalties, LP.

 Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF Texas)
)
 COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2016, by CRAIG N. ADAMS, as EXECUTIVE VICE PRESIDENT of MRC Permian Company.



Sarah Melita Pitts

 Notary Public in and for the State of Texas

My Commission Expires: 9-28-2019

Wigeon 23-26 Fed Com 4H
 Township 25 South, Range 26 East, N.M.P.M.
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico

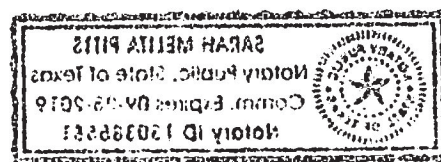


EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN COMMUNITIZATION AGREEMENT DATED SEPTEMBER 7, 2016,
COVERING THE E/2 OF SECTION 23 THE E/2 OF SECTION 26,
TOWNSHIP 25 SOUTH, RANGE 26 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

Wigeon 23-26 Fed Com 4H

23		NMNM 26105 Tract 1	SHL ○ NMNM 26105 Tract 1
		NMNM 26105 Tract 1	NMNM 26105 Tract 1
		NMNM 94839 Tract 2	NMNM 94839 Tract 2
		NMNM 94839 Tract 2	NMNM 94839 Tract 2
26		FEE Tract 3	FEE Tract 3
		FEE Tract 3	NMNM 94839 Tract 2
		NMNM 94839 Tract 2	NMNM 94839 Tract 2
		NMNM 94839 Tract 2	BHL ○ NMNM 94839 Tract 2

Wigeon 23-26 Fed Com #4H

Township 25 South, Range 26 East, N.M.P.M.

Section 23: E/2

Section 26: E/2

Eddy County, New Mexico

EXHIBIT "B"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
COMMUNITIZATION AGREEMENT DATED SEPTEMBER 7, 2016, COVERING
THE E/2E/2 OF SECTION 23 & THE E/2E/2 OF SECTION 26, TOWNSHIP 25
SOUTH, RANGE 26 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO**

Tract 1:

Lease Serial No: NMNM 26105
 Lease Date: December 1, 1973
 Recorded: Unrecorded
 Term: 10 years
 Lessor: United States of America
 Original Lessee: John Mulholland
 Current Lessee: EOG Resources, Inc.
 Chevron U.S.A. Inc.

Description of
 Lands Committed: Township 25 South, Range 26 East, N.M.P.M.
 Section 23: NE/4
 Eddy County, New Mexico

Number of Acres: 160 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Magnum Hunter Production, Inc.....100%

Tract 2:

Lease Serial No: NMNM 94839
 Lease Date: July 1, 1995
 Recorded: Unrecorded
 Term: 10 years
 Lessor: United States of America
 Original Lessee: Chevron U.S.A. Inc.
 Current Lessee: Chevron U.S.A. Inc.

Description of
 Lands Committed: Township 25 South, Range 26 East, N.M.P.M.
 Section 23: SE/4
 Section 26: SE/4, SE/4NE/4
 Eddy County, New Mexico

Wigeon 23-26 Fed Com #411

Township 25 South, Range 26 East, N.M.P.M
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico

Number of Acres: 360 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Section 23:

Magnum Hunter Production, Inc.....100%

Section 26:

Magnum Hunter Production, Inc.....50%

Chevron USA Inc.....50%

Tract 3:

Lease Date: June 1, 2014
 Recorded: Book 984, Page 174
 Term: 3 years
 Lessor: Dale Williston Minerals 2011, LP
 Original Lessee: Featherstone Development Corporation
 Current Lessee: Featherstone Development Corporation
 Description of
 Lands Committed: Township 25 South, Range 26 East, N.M.P.M.
 Section 26: W/2NE/4, NE/4NE/4
 Eddy County, New Mexico
 Number of Acres: 120 acres
 Royalty Rate: 20%

Working Interest Owner:

MRC Permian Company.....94.444444%
 Arroyo Resources, Ltd.....2.777778%
 Lost Creek Royalties, LP.....2.777778%

Lease Date: August 18, 2014
 Recorded: Book 989, Page 148
 Term: 3 years
 Lessor: Ross Duncan Properties LLC & B&G Royalties
 Original Lessee: Featherstone Development Corporation
 Current Lessee: Featherstone Development Corporation

Wigeon 23-26 Fed Com #411
 Township 25 South, Range 26 East, N.M.P.M
 Section 23: E/2
 Section 26: E/2
 Eddy County, New Mexico

Description of
 Lands Committed: Township 25 South, Range 26 East, N.M.P.M.
Section 26: N/2NE/4, SW/4NE/4
Eddy County, New Mexico
 Number of Acres: 120 acres
 Royalty Rate: 20%

Working Interest Owner:

MRC Permian Company.....94.444444%
 Arroyo Resources, Ltd.....2.777778%
 Lost Creek Royalties, LP.....2.777778%

RECAPITULATION

<u>Tract No.</u>	<u>Acreage Committed</u>	<u>Percentage of Interest</u>
Tract 1	160 acres	25 %
Tract 2	360 acres	62.5%
Tract 3	120 acres	12.5%
Total	640 acres	100%

Wigeon 23-26 Fed Com #4H
Township 25 South, Range 26 East, N.M.P.M
Section 23: E/2
Section 26: E/2
Eddy County, New Mexico

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
Serial Register Page
NMNM105365978

Run Date/Time: 4/7/2025 14:04 PM
Single Serial Number Report

Page 1 of 4

Authority	Total Acres	Serial Number
02-25-1920; 041STAT0437; 30USC181, ET SEQ; MINERAL LEASING ACT OF 1920	480.0000	NMNM105365978

Legacy Serial No
NMNM 026105

Product Type: 311211 O&G SIMULTANEOUS PUBLIC DOMAIN LEASE
Commodity: Oil & Gas
Case Disposition: AUTHORIZED
Case File Jurisdiction: -

CASE DETAILS NMNM105365978

MLRS Case Ref	C-7960674			
Case Name				
Unit Agreement Name				
	Split Estate	Fed Min Interest		
Effective Date	12/01/1973	Split Estate Acres	Future Min Interest	No
Expiration Date	Royalty Rate	12.5%	Future Min Interest Date	
Land Type	Public Domain	Royalty Rate Other	Acquired Royalty Interest	
Formation Name	Approval Date	Held In a Producing Unit		
Parcel Number	Sale Date	Number of Active Wells		
Parcel Status	Sales Status	Production Status		
	Total Bonus Amount	0.00	Held by Actual Production	
Related Agreement	Tract Number	Lease Suspended		
Application Type	Fund Code	145003	No	
	Total Rental Amount			

CASE CUSTOMERS NMNM105365978

Name & Mailing Address			Interest Relationship	Percent Interest
CHEVRON USA INC	6301 DEAUVILLE	MIDLAND TX 79706-2964	OPERATING RIGHTS	0.000000
CHEVRON USA PROD CO	PO BOX 1635	HOUSTON TX 77251-1635	OPERATING RIGHTS	0.000000
CHEVRON USA PROD CO	PO BOX 1635	HOUSTON TX 77251-1635	LESSEE	25.000000
EOG RESOURCES INC	1111 BAGBY ST SKY LOBBY 2	HOUSTON TX 77002	OPERATING RIGHTS	0.000000
EOG RESOURCES INC	PO BOX 2267	MIDLAND TX 79702	LESSEE	75.000000

RECORD TITLE
(No Records Found)

OPERATING RIGHTS
(No Records Found)

LAND RECORDS NMNM105365978

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0250S	0260E	013	Aliquot		SE	PECOS DISTRICT OFFICE	EDDY	BUREAU OF
23	0250S	0260E	023	Aliquot		NE	CARLSBAD FIELD OFFICE	EDDY	LAND MGMT
23	0250S	0260E	024	Aliquot		NW	PECOS DISTRICT OFFICE	EDDY	BUREAU OF
							CARLSBAD FIELD OFFICE		LAND MGMT

CASE ACTIONS NMNM105365978

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
11/30/1973	11/30/1973		CASE ESTABLISHED	APPROVED/ACCEPTED	
12/01/1973	12/01/1973		EFFECTIVE DATE	APPROVED/ACCEPTED	
12/01/1973	12/01/1973		FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003
12/01/1973	12/01/1973		RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
04/28/1975	04/28/1975		CASE CREATED BY SEGREGATION	APPROVED/ACCEPTED	Action Remarks: OUT OF NMNM19594;
03/11/1980	03/11/1980		GEOGRAPHIC NAME	APPROVED/ACCEPTED	Action Remarks: UNDEFINED FLD;
03/11/1980	03/11/1980		KMA CLASSIFIED	APPROVED/ACCEPTED	
03/24/1980	03/24/1980		RENTAL RATE DET/ADJ	APPROVED/ACCEPTED	Action Remarks: \$2.00;
12/01/1981	12/01/1981		LEASE COMMITTED TO	APPROVED/ACCEPTED	Action Remarks: SCR-330

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**DEPARTMENT OF THE INTERIOR
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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
			COMMUNITIZATION AGREEMENT		
06/13/1983	06/13/1983		ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: EL PASO NAT GAS/EXPL
02/27/1984	02/27/1984		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/83;
08/26/1985	08/26/1985		MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: EL PASO EXPL/MERIDIAN
05/17/1987	05/17/1987		CASE MICROFILMED/SCANNED	APPROVED/ACCEPTED	Action Remarks: CNUM 560,908 RW
08/30/1988	08/30/1988		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MRS/CS
07/13/1992	07/13/1992		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BCO/JLV
07/18/1994	07/18/1994		TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: EL PASO PROD/CHEVRON
07/18/1994	07/18/1994		TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: MERIDIAN/CHEVRON
10/19/1994	10/19/1994		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: AR/MV
10/19/1994	10/19/1994		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: (2)EFF 08/01/94;
10/19/1994	10/19/1994		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: (1)EFF 08/01/94;
05/20/1996	05/20/1996		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BTM
05/20/1996	05/20/1996		MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: MERIDIAN PRO/MERIDIAN
05/20/1996	05/20/1996		MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: EL PASO PROD/MERIDIAN
05/20/1996	05/20/1996		MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: SOUTHLAND/MERIDIAN
09/18/1996	09/18/1996		MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: MERIDIAN/BURLINGTON
05/30/1997	05/30/1997		ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: ENFIELD ETAL/CHEVRON
06/30/1997	06/30/1997		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/97;
06/30/1997	06/30/1997		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
07/07/1997	07/07/1997		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: TF/TF
02/02/1998	02/02/1998		TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BURLINGTON/CHEVRON
03/02/1998	03/02/1998		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
03/02/1998	03/02/1998		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/98;
04/25/2000	04/25/2000		TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BURLINGTON/EOG RES
06/09/2000	06/09/2000		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV/MV
06/09/2000	06/09/2000		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/00;
06/28/2001	06/28/2001		MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: BURLINGTON CO/LP
01/01/2004	01/01/2004		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM113988;
05/01/2004	05/01/2004		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM112716;
05/25/2004	05/25/2004		HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	Action Remarks: /1/
05/25/2004	05/25/2004		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /1/NMNM112716;#1 LIB
09/27/2004	09/27/2004		ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: EL PASO N/EL PASO P;1 Receipt Number: 958650
10/13/2004	10/13/2004		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 08/31/1991;
10/13/2004	10/13/2004		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: KAT
11/19/2004	11/19/2004		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /1/
02/09/2005	02/09/2005		MEMO OF 1ST PROD-ALLOC	APPROVED/ACCEPTED	Action Remarks: /2/NMNM113988;
06/15/2005	06/15/2005		ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: BURLINGTO/EOG RESOU;1 Receipt Number: 1094520
08/09/2005	08/09/2005		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/05;
08/09/2005	08/09/2005		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV
08/09/2005	08/09/2005		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/
02/13/2008	02/13/2008		OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 1653445
10/05/2008	10/05/2008		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM130613;
10/05/2008	10/05/2008		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/NMNM130613;#1
12/20/2009	12/20/2009		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM130302;
12/20/2009	12/20/2009		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /4/NMNM130302;#3
06/10/2010	06/10/2010		TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CIMAREX E/CHEVRON U;1 Receipt Number: 2150905
07/26/2010	07/26/2010		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: CIMAREX E/CHEVRON U;1
07/26/2010	07/26/2010		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RAYO/RAYO
08/10/2010	08/10/2010		OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 2187590
05/18/2012	05/18/2012		OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 2572672
04/05/2013	04/05/2013		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /4/
06/03/2013	06/03/2013		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/
04/25/2014	04/25/2014		LEASE COMMITTED TO COMMUNITIZATION	APPROVED/ACCEPTED	Action Remarks: /5/NMNM134953;

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**DEPARTMENT OF THE INTERIOR
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10/10/2014	10/10/2014		AGREEMENT		
08/06/2015	08/06/2015		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /5/NMNM134953;#4H
12/22/2015	12/22/2015		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /5/
			LEASE COMMITTED TO COMMUNITIZATION AGREEMENT		Action Remarks: NMNM137564;
12/22/2015	12/22/2015		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM137563;
12/22/2015	12/22/2015		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM136959;
06/04/2016	06/04/2016		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /6/NMNM136959;#8H
09/07/2016	09/07/2016		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM137574;
04/26/2017	04/26/2017		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /6/
08/23/2017	08/23/2017		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /7/NMNM137574;#4H
11/01/2017	11/01/2017		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM138692;
01/10/2018	01/10/2018		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /7/
03/24/2018	03/24/2018		CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: /A/NMNM137564;
09/22/2018	09/22/2018		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /8/NMNM138692;#3H
10/22/2018	10/22/2018		CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: /B/NMNM137563;
05/07/2019	05/07/2019		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /8/
11/06/2020	11/06/2020		OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4835480
03/01/2024	03/01/2024	03/01/2024	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Payment Amount: 15 Case Action Status Date: 2024-03-01
03/01/2024	03/01/2024	03/01/2024	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Payment Amount: 15 Case Action Status Date: 2024-03-01

CASE TRANSACTIONS

Transaction Number	Transaction Date	Receipt Number	Transaction Status	Total Amount Received	Refund Date	Refund Amount
CT-78437	3/1/2024	5305133	Payment Submitted	\$15.00		
CT-78445	3/1/2024	5305130	Payment Submitted	\$15.00		

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO

NMNM105365978

Agreement Serial Number	Agreement Legacy Serial Number	Case Disposition	Product Name	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105306579	NMNM 130613	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		10/05/2008	160.0000	50.0000
NMNM105315978	NMNM 072243	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	03		12/01/1981	160.0000	25.0000
NMNM105378558	NMNM 130302	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		12/20/2009	160.0000	50.0000
NMNM105392303	NMNM 112716	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	01		05/01/2004	160.0000	50.0000
NMNM105481657	NMNM 113988	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		01/01/2004	160.0000	50.0000
NMNM105482949	NMNM 136959	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		12/22/2015	80.0000	50.0000
NMNM105677648	NMNM 137564	CLOSED	O&G COMMUNITIZATION AGREEMENT	01		12/22/2015	80.0000	50.0000
NMNM105689834	NMNM 137574	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	01		09/07/2016	160.0000	25.0000
NMNM105728516	NMNM 138692	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	01		11/01/2017	80.0000	25.0000

LEGACY CASE REMARKS

NMNM105365978

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action

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Information on this report for similar data.

Line Number	Remark Text
0002	-
0003	08/09/05 EOG BONDED LESSEE NM2308/NW
0004	/A/ LEASE DOES NOT GET A 2 YEAR EXTENSION FROM
0005	CA NMNM137564 DUE TO TERMINATED "AB INITIO".
0006	/B/THIS LEASE DOES NOT GET A 2 YEAR EXTENSION FROM
0007	CA NMNM137563 DUE TO TERMINATED "AB INITIO".

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Authority	Total Acres	Serial Number
01-12-1983; 096STAT2447; 30USC188; FED O&G ROYALTY MGT ACT-1982, TITLE IV.	1,480.0000	NMNM105320635

Legacy Serial No
NMNM 094839

Product Type: 312021 O&G COMPETITIVE PUBLIC DOMAIN LEASE POST 1987	Case File Jurisdiction:	
Commodity: Oil & Gas		
Case Disposition: AUTHORIZED	-	06/05/1995

CASE DETAILS	NMNM105320635
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MLRS Case Ref	C-7961152		
Case Name			
Unit Agreement Name			
	Split Estate		Fed Min Interest
Effective Date	07/01/1995	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate 12.5%	Future Min Interest Date
Land Type	Public Domain	Royalty Rate Other	Acquired Royalty Interest
Formation Name		Approval Date	Held In a Producing Unit No
Parcel Number	#020	Sale Date 04/19/1995	Number of Active Wells
Parcel Status		Sales Status	Production Status Held by Actual Production
		Total Bonus Amount 11,840.00	
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code 145003	Total Rental Amount

CASE CUSTOMERS	NMNM105320635
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Name & Mailing Address	Interest Relationship	Percent Interest
CHEVRON USA INC 6301 DEAUVILLE MIDLAND TX 79706-2964	LESSEE	100.000000

RECORD TITLE (No Records Found)

OPERATING RIGHTS (No Records Found)
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LAND RECORDS	NMNM105320635
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Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0250S	0260E	021	Entire Section		ENTIRE SECTION	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0250S	0260E	022	Aliquot		NW,S2	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0250S	0260E	023	Aliquot		SE	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0250S	0260E	026	Aliquot		SENE,SE	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

CASE ACTIONS	NMNM105320635
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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
04/18/1995	04/18/1995		CASE ESTABLISHED	APPROVED/ACCEPTED	Action Remarks: #020;
04/19/1995	04/19/1995		BID RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$11840.00;
04/19/1995	04/19/1995		MONIES RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$11840.00;
04/19/1995	04/19/1995		SALE HELD	APPROVED/ACCEPTED	
05/03/1995	05/03/1995		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: JLR
06/05/1995	06/05/1995		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: GSB
06/05/1995	06/05/1995		LEASE ISSUED	APPROVED/ACCEPTED	
06/12/1995	06/12/1995		RECORDS NOTED	APPROVED/ACCEPTED	
06/13/1995	06/13/1995		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2220.00;21/MULTIPLE
06/29/1995	06/29/1995		CASE MICROFILMED/SCANNED	APPROVED/ACCEPTED	Action Remarks: PAR
07/01/1995	07/01/1995		EFFECTIVE DATE	APPROVED/ACCEPTED	
07/01/1995	07/01/1995		FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003

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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
07/01/1995	07/01/1995		RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
03/27/1996	03/27/1996		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BTM
06/11/1996	06/11/1996		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2220.00;21/000045006
06/09/1997	06/09/1997		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2220.00;21/000000008
06/09/1998	06/09/1998		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2220.00;21/000045010
06/14/1999	06/14/1999		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2,220.00;21/00004501
06/12/2000	06/12/2000		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2960;21/450147
06/11/2001	06/11/2001		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$2960;21/186
01/01/2004	01/01/2004		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM113988;
02/09/2005	02/09/2005		HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	Action Remarks: /1/
02/09/2005	02/09/2005		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /1/#1-23;NMNM113988
08/09/2005	08/09/2005		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /1/
04/13/2010	04/13/2010		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM131599;
04/13/2010	04/13/2010		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM134951;
04/13/2010	04/13/2010		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/NMNM134951;#37431
04/28/2012	04/28/2012		CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: NMNM134967;
04/28/2012	04/28/2012		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM134967;
08/05/2015	08/05/2015		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/
10/31/2015	10/31/2015		CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: NMNM131599;
09/07/2016	09/07/2016		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM137574;
08/23/2017	08/23/2017		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/NMNM137574;#4H
01/10/2018	01/10/2018		PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO

NMNM105320635

Agreement Serial Number	Agreement Legacy Serial Number	Case Disposition	Product Name	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105376234	NMNM 134951	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		04/13/2010	160.0000	50.0000
NMNM105481657	NMNM 113988	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	01		01/01/2004	160.0000	50.0000
NMNM105689834	NMNM 137574	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		09/07/2016	360.0000	62.5000

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Authority	Total Acres	Serial Number
02-25-1920; 041STAT0437; 30USC181, ET SEQ; MINERAL LEASING ACT OF 1920	640.0000	NMNM105446341

Legacy Serial No
NMNM 026870

Product Type: 311211 SIMULTANEOUS PUBLIC DOMAIN LEASE	Case File Jurisdiction:	11/12/1975
Commodity: Oil & Gas	-	
Case Disposition: AUTHORIZED		

CASE DETAILS NMNM105446341

MLRS Case Ref	C-7971572		
Case Name			
Unit Agreement Name			
	Split Estate		Fed Min Interest
Effective Date	12/01/1975	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate 12.5%	Future Min Interest Date
Land Type	Public Domain	Royalty Rate Other	Acquired Royalty Interest
Formation Name		Approval Date	Held In a Producing Unit No
Parcel Number	SPAR184	Sale Date	Number of Active Wells
Parcel Status		Sales Status	Production Status Held by Actual Production
		Total Bonus Amount 0.00	
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code 145003	Total Rental Amount

CASE CUSTOMERS NMNM105446341

Name & Mailing Address	Interest Relationship	Percent Interest
CHEVRON USA PROD CO	OPERATING RIGHTS	0.000000
OXY USA INC	OPERATING RIGHTS	0.000000
OXY USA INC	LESSEE	100.000000
OXY USA INC	OPERATING RIGHTS	0.000000

RECORD TITLE
(No Records Found)

OPERATING RIGHTS
(No Records Found)

LAND RECORDS NMNM105446341

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0250S	0260E	035	Aliquot		ALL	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

CASE ACTIONS NMNM105446341

Action Date	Date Filed	Action Name	Action Status	Action Information
09/21/1975	09/21/1975	CASE ESTABLISHED	APPROVED/ACCEPTED	Action Remarks: SPAR184;
09/22/1975	09/22/1975	DRAWING HELD	APPROVED/ACCEPTED	
11/12/1975	11/12/1975	LEASE ISSUED	APPROVED/ACCEPTED	
12/01/1975	12/01/1975	EFFECTIVE DATE	APPROVED/ACCEPTED	
12/01/1975	12/01/1975	FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003
12/01/1975	12/01/1975	RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
06/28/1976	06/28/1976	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: SRM-1094
06/28/1976	06/28/1976	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: SRM-1095
06/28/1976	06/28/1976	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: SRM-1096
06/27/1977	06/27/1977	CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: SRM-1094
06/27/1977	06/27/1977	CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: SRM-1095
07/24/1978	07/24/1978	BOND ACCEPTED	APPROVED/ACCEPTED	Action Remarks: EFF 07/24/78;WY0405
08/31/1978	08/31/1978	CA TERMINATED	APPROVED/ACCEPTED	Action Remarks: SRM-1096

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CASE RECORDATION

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**Serial Register Page
NMNM105446341**

Page 2 of 3

Action Date	Date Filed	Action Name	Action Status	Action Information
11/05/1984	11/05/1984	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$0;84-85
03/05/1986	03/05/1986	EXTENDED	APPROVED/ACCEPTED	Action Remarks: THRU 11/30/87;
03/06/1986	03/06/1986	CASE MICROFILMED/SCANNED	APPROVED/ACCEPTED	Action Remarks: CNUM 555,724 EPR
11/17/1986	11/17/1986	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$0;86-87
09/21/1987	09/21/1987	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: BELNORTH PETRO/ENRON
09/21/1987	09/21/1987	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: BELCO DEV/ENRON OG
09/21/1987	09/21/1987	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: HNG OIL/ENRON OG
09/21/1987	09/21/1987	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: BELNORTH ENE/ENRON OG
09/27/1987	09/27/1987	HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	
02/22/1988	02/22/1988	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: CB/CB
06/29/1992	06/29/1992	ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: ENRON OG/TORRANS L
08/13/1992	08/13/1992	ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: TORRANS/POGO PROD
08/19/1992	08/19/1992	ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 09/01/92;
08/19/1992	08/19/1992	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BCO/JS
10/20/1992	10/20/1992	ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 09/01/92;
10/20/1992	10/20/1992	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MRR/JS
02/12/1993	02/12/1993	TRANSFER OF INTEREST	APPROVED/ACCEPTED	Action Remarks: MCKISSACK/CLEVELAND
02/24/1993	02/24/1993	OVERRIDING ROYALTY	APPROVED/ACCEPTED	
06/14/1993	06/14/1993	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BCO/JCV
12/02/1996	12/02/1996	OVERRIDING ROYALTY	APPROVED/ACCEPTED	
10/15/1997	10/15/1997	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: POGO/CHEVRON
11/07/1997	11/07/1997	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
11/07/1997	11/07/1997	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 11/01/97;
05/01/2008	05/01/2008	ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: POGO PRODUC/OXY USA;1 Receipt Number: 1698653
05/01/2008	05/01/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: POGO PRODUC/OXY USA;1 Receipt Number: 1698752
06/13/2008	06/13/2008	ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/08;
06/13/2008	06/13/2008	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
06/13/2008	06/13/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/08;
01/08/2009	01/08/2009	ASSIGNMENT OF RECORD TITLE	APPROVED/ACCEPTED	Action Remarks: POGO PRODUC/OXY USA;1 Receipt Number: 1852738
01/08/2009	01/08/2009	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: POGO PRODUC/OXY USA;1 Receipt Number: 1852718
03/24/2009	03/24/2009	ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/09;
03/24/2009	03/24/2009	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
03/24/2009	03/24/2009	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/09;

ASSOCIATED BONDS

NMNM105446341

MLRS Case Number	Bond Serial Number	Legacy Serial Number	Bond Product	Bond Case Disposition	Bond Amount
C-8333047	NMB105518409	NM0063	BOND - O&G ALL LANDS	CLOSED	\$150,000.00

LEGACY CASE REMARKS

NMNM105446341

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action Information on this report for similar data.

Line Number	Remark Text
0002	BONDED OPERATOR
0003	11/07/1997 - POGO PROD CO - WY0405 - N/W
0004	06/13/2008 - BONDED ASSIGNEE & TRANSFEREE - PER ABSS
0005	OXY USA INC - ES0136 - N/W;
0006	OPERATOR BONDED - 03/24/2009
0007	OXY USA INC - ES0136 - N/W;

DEPARTMENT OF THE INTERIOR
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CASE RECORDATION
Serial Register Page
NMNM105446341

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Page 3 of 3

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Exhibit 5

Owner Name	Owner Address	Ownership Type
Magnum Hunter Production, Inc.	6001 Deauville Blvd, Ste 300N Midland, TX 79706	WI
EOG Resources, Inc.	5509 Champions Dr. Midland, TX 79706 ATTN: Land Manager	WI / Lessee of Record
OXY USA Inc.	5 Greenway Plaza, Suite 110 Houston, TX 77046	Record Title Interest
MRC Permian Company	5400 LBJ FRWY., STE. 1500 Dallas, TX 75240	WI
CrownRock Minerals, LP	P.O. Box 51933 Midland, TX 79710	ULMO
CG WI Holdings, LLC	P.O. Box 50364 Midland, TX 79705	WI
Chevron USA Inc.	1400 Smith St Houston, TX 77002	WI
Chevron USA Production Co	1400 Smith St Houston, TX 77002	Lessee of Record
United States of America	310 Dinosaur Trail Sante Fe, NM 87508	Lessor Royalty Interest Owner
Pegasus Resources, LLC	P. O. Box 470698 Fort Worth, TX 76147	ORRI
HNS Oil, LLC	5927 Over Downs Circle Dallas, TX 75230	ORRI
Pegasus Resources II, LLC	P. O. Box 470698 Fort Worth, TX 76147	ORRI
Ditto Land Company, LLC	P. O. Box 1822 Midland, TX 79702	ORRI
Snowball Partners, LLC	8849 Larston Street Houston, TX 77055	ORRI
Gallus, LLC	4 Sierra Blanca Circle Roswell, NM 88201	ORRI
Chad Barbe	P. O. Box 2107 Roswell, NM 88202	ORRI
SMP Sidecar Titan Mineral Holdings, LP	4143 Maple Avenue, Suite 500 Dallas, TX 75219	ORRI
McMullen Minerals, LLC	3100 West 7th Street, Suite 240 Fort Worth, TX 76107	ORRI
SMP Titan Mineral Holdings, LP	4143 Maple Avenue, Suite 500 Dallas, TX 75219	ORRI
MSH Family Real Estate Partnership II, LLC	4143 Maple Avenue, Suite 500 Dallas, TX 75219	ORRI
SMP Titan Flex, LP	4143 Maple Avenue, Suite 500 Dallas, TX 75219	ORRI

BEATTY & WOZNIAK, P.C.

ATTORNEYS AT LAW
500 DON GASPAR AVENUE
SANTA FE, NEW MEXICO 87505
TELEPHONE 505-983-8545
FACSIMILE 800-886-6566
www.bwenergylaw.com

OFFICE LOCATIONS

COLORADO

NEW MEXICO

WYOMING

MIGUEL SUAZO
505-946-2090
MSUAZO@BWENERGYLAW.COM

JACOB L. EVERHART
505-999-0401
JEVERHART@BWENERGYLAW.COM

November 7, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the E/2 of Sections 23, 26, & 35 Township 25 South, Range 26 East, NMPM, Eddy County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty (20) days from the date this application is received by the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

Coterra respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal approval and filing a C-103 and C-102 with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

Pursuant to Statewide rule 19.15.12.10 (C)(4)(g) Coterra respectfully requests the option to include additional pool or leases within the following parameters:

Coterra may add additional production from the Cottonwood Draw; Bone Spring [97494]; and the Purple Sage; Wolfcamp [98220] from Federal Lease numbers NMNM026105, NMNM094839, & NMNM026870; multiple Fee leases, and the CA's listed in the application.

BEATTY & WOZNIAK, P.C.

Energy in the Law®

BEATTY & WOZNIAK, P.C.

November 7, 2025
Page 2

Thank you for your time and attention to this matter. If you have any questions about this application, please contact the following:

Phillip Levasseur
Coterra Energy Operating Company
(432) 620-1642
phillip.levasseur@coterra.com

Very truly yours,

BEATTY & WOZNIAK, P.C.

A handwritten signature in blue ink, appearing to read "Miguel Suazo".

Miguel Suazo
Jacob L. Everhart
Attorney(s) for Coterra Energy Operating Co.

Released to: Inquiries: 1/8/2025 12:00:16 AM

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EOG Resources, Inc.
ATTN: Land Manager
5509 Champions Dr.
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Carlsbad Field Office
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Carlsbad, NM 88220

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Houston, TX 77002

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified	
<input type="checkbox"/> Adult Signature	
<input type="checkbox"/> Adult Signature	
Postage	
Total Postage and Fees	

2093.85W

SMP Titan Flex, LP
4143 Maple Avenue, Suite 500
Dallas, TX 75219

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified	
<input type="checkbox"/> Adult Signature	
<input type="checkbox"/> Adult Signature	
Postage	
Total Postage and Fees	

2093.85W

OXY USA Inc.
5 Greenway Plaza, Suite 110
Houston, TX 77046

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service[™]
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OFFICIAL USE

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified	
<input type="checkbox"/> Adult Signature	
<input type="checkbox"/> Adult Signature	
Postage	
Total Postage and Fees	

2093.85W

MSH Family Real Estate Partnership
II, LLC
4143 Maple Avenue, Suite 500
Dallas, TX 75219

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Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COTERRA ENERGY OPERATING CO. ORDER NO. PLC-1027**

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. Coterra Energy Operating Co. (“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.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

CONCLUSIONS OF LAW

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
11. 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.
12. 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.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
14. 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.
15. 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. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease 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.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.

8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. 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 C. S. CHANG
DIRECTOR**

DATE: 1/6/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1027**

Operator: **Coterra Energy Operating, Co (215099)**

Central Tank Battery: **Wigeon 23-26 Federal Com Central Tank Battery**

Central Tank Battery Location: **UL B, Section 23, Township 25 South, Range 26 East**

Gas Title Transfer Meter Location: **UL B, Section 23, Township 25 South, Range 26 East**

Pools

Pool Name	Pool Code
COTTONWOOD DRAW; BONE SPRING (O)	97494
PURPLE SAGE;WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Bone Spring NMNM	E2	23-25S-26E
	E2	26-25S-26E
CA Wolfcamp NMNM 105689834 (137574)	E2	23-25S-26E
	E2	26-25S-26E
FEE "A"	N2NE, SWNE	26-25S-26E
PROPOSED CA Bone Spring NMNM	E2	23-25S-26E
	E2	26-25S-26E
	E2	35-25S-26E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-55893	WIGEON 23 26 FEDERAL COM	E2	23-25S-26E	97494
	#003H	E2	26-25S-26E	
30-015-55915	WIGEON 23 26 FEDERAL COM	E2	23-25S-26E	97494
	#005H	E2	26-25S-26E	
30-015-43156	WIGEON 23 26 FEDERAL COM	E2	23-25S-26E	98220
	#004H	E2	26-25S-26E	
30-015-56148	WIGEON 23 35 FEDERAL COM	E2	23-25S-26E	97494
	#006H	E2	26-25S-26E	
		E2	35-25S-26E	
30-015-56149	WIGEON 23 35 FEDERAL COM	E2	23-25S-26E	97494
	#007H	E2	26-25S-26E	
		E2	35-25S-26E	

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 524448

CONDITIONS

Operator: Coterra Energy Operating Co. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 524448
	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 .	1/8/2026