

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: _____ **OGRID Number:** _____
Well Name: _____ **API:** _____
Pool: _____ **Pool Code:** _____

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

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

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

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

 Print or Type Name

Patt...

 Signature

Date

Phone Number

e-mail Address



Paula M. Vance
Associate
Phone (505) 988-4421
Fax (505) 819-5579
pmvance@hollandhart.com

August 21, 2024

VIA ONLINE FILING

Gerasimos Razatos, Acting 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 Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Lots 1-4, E/2 W/2 and the E/2 (All of Section 31 equivalent) of irregular Section 31, Township 24 South, Range 27 East, and Lots 1-7, SE/4 NW/4, S/2 NE/4, E/2 SW/4, and the SE/4 (All of Section 6 equivalent) of irregular Section 6, Township 25 South, Range 27 East, NMPM, Eddy County, New Mexico (the "Lands")

Dear Mr. Razatos:

Cimarex Energy Company ("Cimarex") (OGRID No. 215099), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the **Scoter 6-31 Federal Com Central Tank Battery** ("CTB") *insofar as all existing and future infill wells drilled in the following spacing units:*

(a) The 614.91-acre spacing unit comprised of Lots 1-4 and the E/2 W/2 (W/2 equivalent) of irregular Section 31, T24S-R27E, and Lots 3-7, SE/4 NW/4, and the E/2 SW/4 (W/2 equivalent) of irregular Section 6, T25S-R27E, in the Purple Sage; Wolfcamp (gas) [98220] – currently dedicated to the **Scoter 6-31 Federal Com 7H** (API. No. 30-015-44806);

(b) The 638.44-acre spacing unit comprised of the E/2 of Section 31, T24S-R27E, and Lots 1-2, the S/2 NE/4, and the SE/4 of irregular Section 6, T25S-R27E, in the Purple Sage; Wolfcamp (gas) [98220] – currently dedicated to the **Scoter 6-31 Federal Com 43H** (API. No. 30-015-45265) and **Scoter 6-31 Federal Com 44H** (API. No. 30-015-45264); and

(c) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools connected to the Scoter 6-31 Federal Com Tank Battery* with notice provided only to the interest owners whose interest in the production is to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Scoter 6-31 Federal Com CTB** located in the SE/4 SE/4 (Unit O) of Section 6. Each well is equipped with a



Paula M. Vance
Associate
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Fax (505) 819-5579
pmvance@hollandhart.com

three-phase separator and metered on lease before production is transferred to the CTB. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using Coriolis meters.

Exhibit 1 is a land plat showing Cimarex’s current development plan, flow lines, well pads, and central tank battery (“Facility Pad”) in the subject area. The plat also identifies the wellbores and lease/spacing unit boundaries.

Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, a statement that identifies 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.

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 the 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 owners 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 since federal lands are involved.

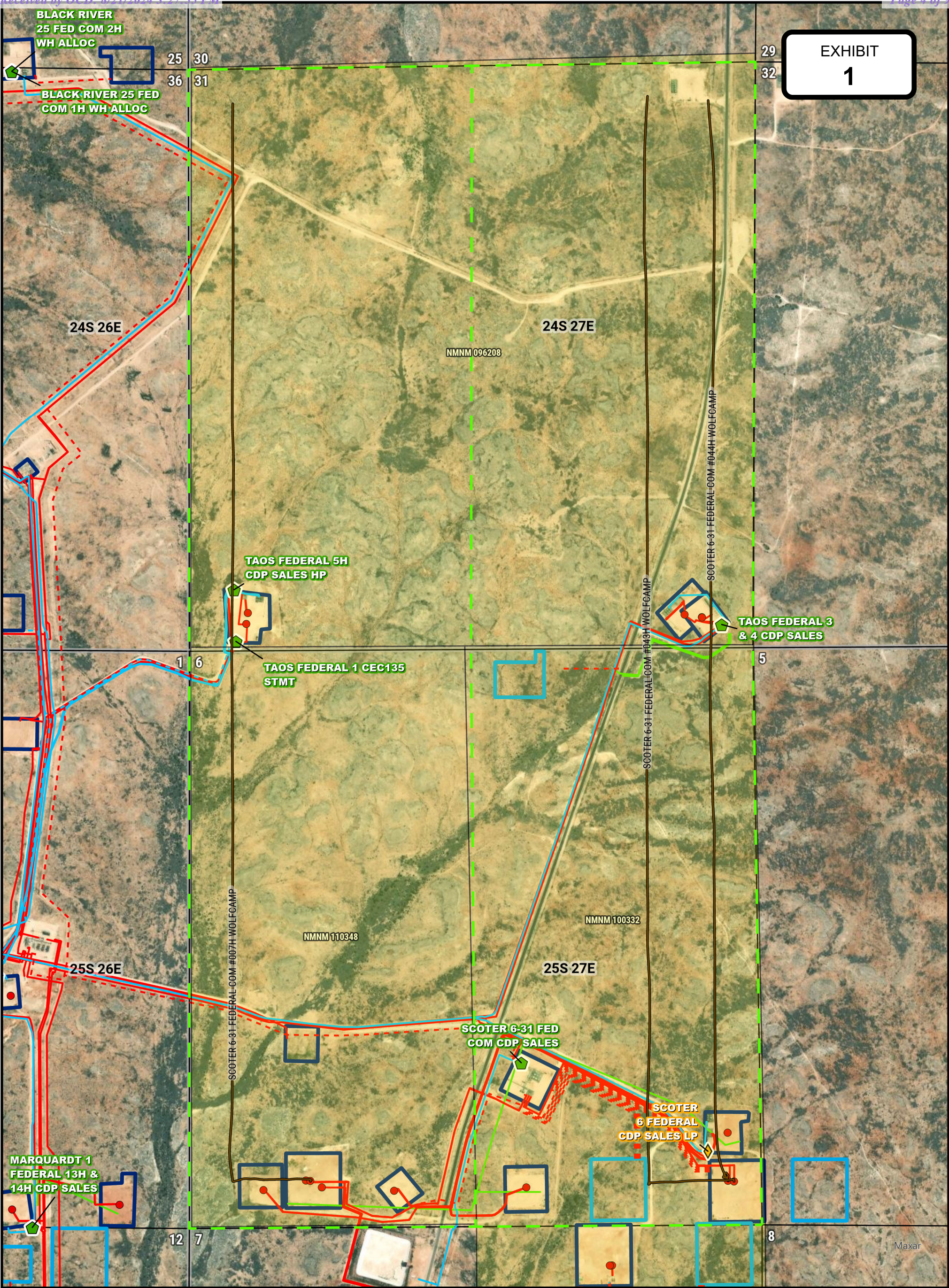
Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Paula M. Vance".

Paula M. Vance
**ATTORNEY FOR CIMAREX ENERGY COMPANY A
SUBSIDIARY OF COTERRA ENERGY INC.**

EXHIBIT 1



COTERRA

SCOTER 6 31 FED COM WOLFCAMP

Date: 4/4/2024 EDDY COUNTY, NM

COMMUNITIZATION MAP

<p>CTRA FACILITIES</p> <ul style="list-style-type: none"> BUILT PROPOSED ● CTRA OPERATED WELLS CTRA COMMUNITIZATION 	<p>CTRA WELL BORES</p> <ul style="list-style-type: none"> BONE SPRING WOLFCAMP 	<p>CTRA PIPELINES</p> <ul style="list-style-type: none"> OIL GAS SWD OIL - PROPOSED SWD - PROPOSED 	<p>METER LOCATIONS</p> <ul style="list-style-type: none"> ◆ FMP ◆ SALES 	<ul style="list-style-type: none"> FED ACTIVE OG LEASES STATE ACTIVE OG LEASES FEE OG LEASES
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EXHIBIT
2

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Cimarex Energy Company
OPERATOR ADDRESS: 1601 Deauville Blvd. 300 N. Ste. 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

(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: Cassie Culpepper TITLE: Regulatory Analyst DATE: 7/09/24
TYPE OR PRINT NAME: Cassie Culpepper TELEPHONE NO.: 432-620-1641
E-MAIL ADDRESS: Cassie.Culpepper@coterra.com



Coterra Energy Inc.
6001 N Deauville Blvd.
Suite 300N
Midland, TX 79706

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

Procedure Description

Cimarex Energy Co. respectfully requests approval to surface commingle oil, gas, and water production at the Scoter 6-31 Federal Com Central Tank Battery ("CTB"), see Attachment A.

The commingling of these leases will not negatively affect the royalty revenue of the federal government.

Cimarex will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production.

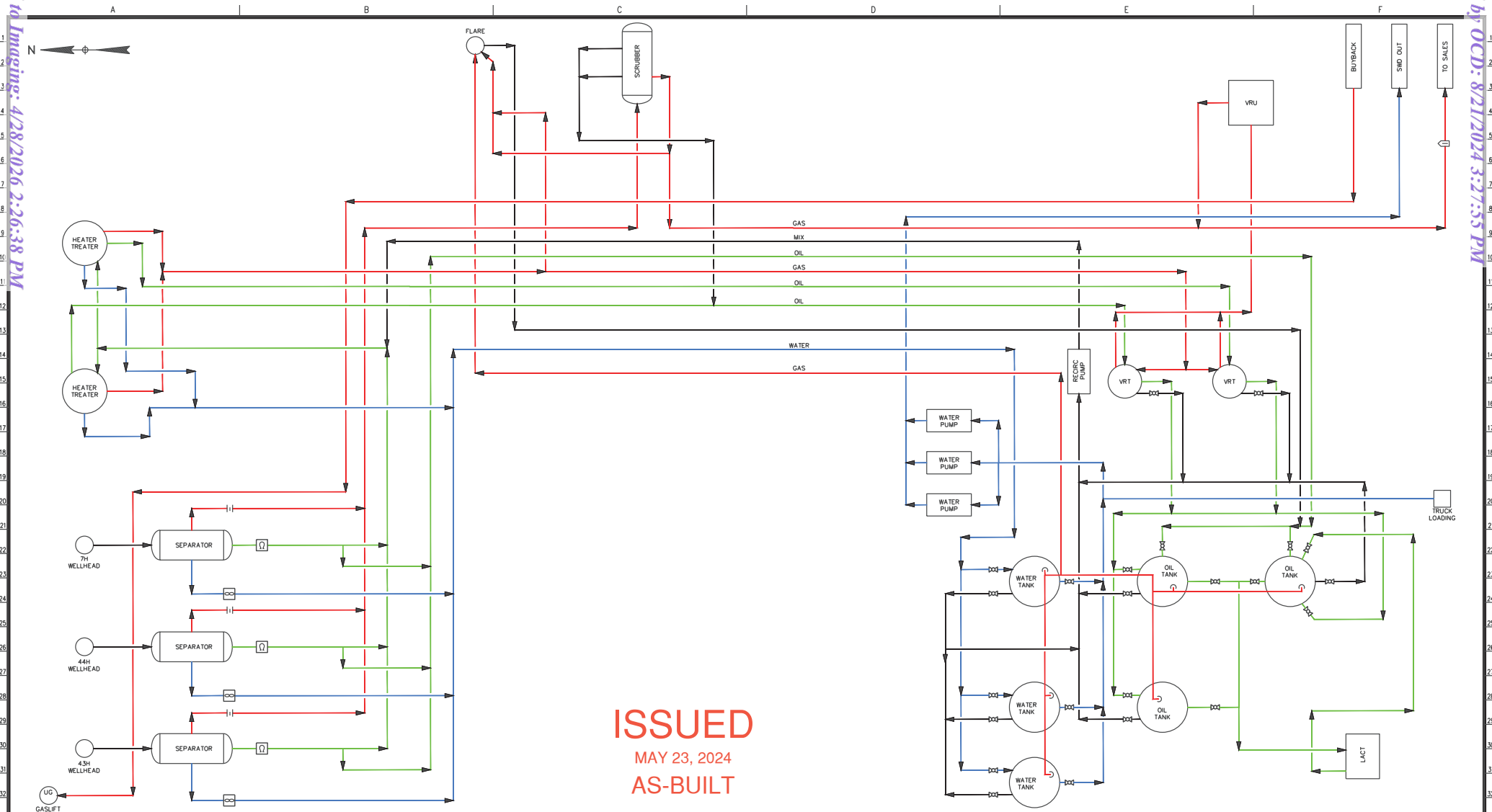
The Communitization Agreements, and their associated wells, are capable of production in paying quantities. Commingling the reserves is the most effective means of production.

Oil and gas production from these spacing units will be commingled and sold at the Scoter 6-31 Federal Com CTB, which is located in the SE/4 SE/4 (Unit O) of Section 6. The sales meter 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. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using Coriolis meters. Please see Exhibit A, Production Flow Diagram, for the enclosed facility diagram.

The Scoter 6-31 Federal Com CTB requires no additional surface disturbance.

The BLM and NMOCD will be notified of any changes to the CTB.

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



NOTE:

	JR. GAS METER		WATER:
	SR. GAS METER		GAS:
	TURBINE METER		MIX:
	CORIOLIS METER		OIL:
	MAC METER		SEALABLE VALVE
	THERMAL MASS METER		

REFERENCE DRAWINGS		REVISIONS					
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.
		0	05/23/24	ISSUED AS-BUILT 3S PROJ 24391	EG	NM	

3S
ENGINEERING & DESIGN

Midland, Texas 79705
Arlington, Texas 76011
Katy, Texas 77449

Ph: 432-687-5611
WWW.3SENGINEERINGDESIGN.COM
TSPE FIRM REG. #13809
NM FIRM REG. #4545320

NOTE

THIS DRAWING HAS NOT BEEN PUBLISHED BUT RATHER HAS BEEN PREPARED BY 3S ENGINEERING & DESIGN FOR USE BY THE CLIENT NAMED IN THE TITLE BLOCK SOLELY IN RESPECT OF THE OPERATION, OPERATION AND MAINTENANCE OF FACILITY NAMED IN THE TITLE BLOCK AND SHALL NOT BE USED FOR ANY OTHER PURPOSE, OR FOR ANY OTHER PARTY, WITHOUT THE WRITTEN PERMISSION OF 3S ENGINEERING & DESIGN.

ENGINEERING RECORD	
BY	DATE
DRN: EG	05/17/24
DES:	
CHK:	
APP:	
AFE No.	
FACILITY ENGR.	
PROJ. ENGR:	
SCALE:	NONE

COTERRA

SCOTER 6-31 FED COM PFD
METERED PROCESS FLOW DIAGRAM

EDDY COUNTY
PLOT S
CAD M

NM
REV 0

Q:\01_Coterra\24391 - Scoter 6-31 Fed Com PFD\2. Eng. Design\2.1 Process\2.1.3 Drawings - PFDs\D-8251-10-200.dwg 20240523.134142

EXHIBIT A

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-015-44806), Pool Code (98220), Pool Name (Purple Sage Wolfcamp), Property Code (321000), Property Name (SCOTER 6-31 FEDERAL COM), Well Number (7H), OGRID No. (215099), Operator Name (CIMAREX ENERGY CO.), Elevation (3279.7')

Surface Location table with columns: UL or lot no. (LOT 7), Section (6), Township (25S), Range (27E), Lot Idn, Feet from the (410), North/South line (SOUTH), Feet from the (1090), East/West line (WEST), County (EDDY)

Bottom Hole Location table with columns: UL or lot no. (LOT 1), Section (31), Township (24S), Range (27E), Lot Idn, Feet from the (331'), North/South line (NORTH), Feet from the (381'), East/West line (WEST), County (EDDY), Dedicated Acres (614.91), Joint or Infill, Consolidation Code, 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.

Main plat diagram showing a grid of lots (LOT 1-7), bearings and distances (e.g., S89°41'42"W - 5198.40'), section numbers (31, 6), and well locations (FTP, SHL). Includes a LINE TABLE, NAD coordinates, a scale bar, and certification sections for the Operator (Amithy Crawford) and Surveyor.

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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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
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45265		² Pool Code 98220		³ Pool Name Purple Sage Wolfcamp (Gas)	
⁴ Property Code 321000		⁵ Property Name SCOTER 6-31 FEDERAL COM			⁶ Well Number 43H
⁷ OGRID No. 215099		⁸ Operator Name CIMAREX ENERGY CO.			⁹ Elevation 3333.1'

¹⁰ Surface Location

UL or lot no. P	Section 6	Township 25S	Range 27E	Lot Idn	Feet from the 365	North/South line SOUTH	Feet from the 280	East/West line EAST	County EDDY
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 31	Township 24S	Range 27E	Lot Idn	Feet from the 281	North/South line NORTH	Feet from the 1008	East/West line EAST	County EDDY
¹² Dedicated Acres 638.44		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 are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00"

NAD 83 (SURFACE LOCATION)	
LATITUDE = 32°09'10.39" (32.152886)	
LONGITUDE = 104°13'18.80" (104.221889)	
NAD 27 (SURFACE LOCATION)	
LATITUDE = 32°09'09.96" (32.152767)	
LONGITUDE = 104°13'17.01" (104.221392)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 419373.29 E: 575826.39	
STATE PLANE NAD 27 (N.M. EAST)	
N: 419315.74 E: 534643.39	

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°35'09"W	745.72'

SCALE
REV: 3 10-23-18 C.M.T. (BHL MOVE)

- = SURFACE HOLE LOCATION
- ◇ = LANDING POINT/FIRST TAKE POINT
- = BOTTOM HOLE LOCATION/LAST TAKE POINT
- ▲ = SECTION CORNER LOCATED

¹⁷ OPERATOR CERTIFICATION

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

12/20/2019

Signature _____ Date _____

Fatima Vasquez
Printed Name

fvasquez@cimarex.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

May 10, 2017

Date of Survey _____
Signature and Seal of Professional Surveyor: _____

Certificate Number: _____

District I
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Phone: (575) 393-6161 Fax: (575) 393-0720
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-45264		² Pool Code 98220		³ Pool Name Purple Sage Wolfcamp	
⁴ Property Code 321000		⁵ Property Name SCOTER 6-31 FEDERAL COM			⁶ Well Number 44H
⁷ OGRID No. 215099		⁸ Operator Name CIMAREX ENERGY CO.			⁹ Elevation 3333.2'

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	6	25S	27E		365	SOUTH	320	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
A	31	24S	27E		330	NORTH	434'	EAST	EDDY
¹² Dedicated Acres 638.44		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 are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00"

NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°09'10.39" (32.152886)	
LONGITUDE = 104°13'19.27" (104.222019)	
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°09'09.95" (32.152764)	
LONGITUDE = 104°13'17.48" (104.221522)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 419372.80 E: 575786.39	
STATE PLANE NAD 27 (N.M. EAST)	
N: 419315.25 E: 534603.39	

NAD 83 (BHL/LTP)	
LATITUDE = 32°10'48.07" (32.180019)	
LONGITUDE = 104°13'20.75" (104.222431)	
NAD 27 (BHL/LTP)	
LATITUDE = 32°10'47.64" (32.179899)	
LONGITUDE = 104°13'18.96" (104.221934)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 429243.15 E: 575648.43	
STATE PLANE NAD 27 (N.M. EAST)	
N: 429185.42 E: 534465.60	

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°36'56"W	59.68'

SCALE
DRAWN BY: S.F. 05-20-17
REV: 2 09-27-18 C.M.T. (SHL CHANGE)

- = SURFACE HOLE LOCATION
- = BOTTOM HOLE LOCATION/LAST TAKE POINT
- ▲ = SECTION CORNER LOCATED
- ◆ = LANDING POINT/FIRST TAKE POINT

¹⁷ OPERATOR
CERTIFICATION

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

4/10/2019

Signature _____ Date _____

Amithy Crawford

Printed Name _____

acrawford@cimarex.com

E-mail Address _____

¹⁸ SURVEYOR
CERTIFICATION

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

May 10, 2017

Date of Survey _____
Signature and Seal of Professional Surveyor: _____

Certificate Number: _____

COMMUNITIZATION AGREEMENT

Contract No. _____

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 27 East, N.M.P.M.
Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
Township 24 South, Range 27 East, N.M.P.M.
Section 31: Lots 1-4, E/2W/2
Eddy County, New Mexico

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
Township 24 South, Range 27 East, N.M.P.M.
Section 31: Lots 1-4, E/2W/2
Eddy County, New Mexico



Containing 614.91 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).

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

Scoter 6-31 Fed Com 7H

Township 25 South, Range 27 East, N.M.P.M.

Section 6: Lots 3-7, SE/4NW/4, E/2SW/4

Township 24 South, Range 27 East, N.M.P.M.

Section 31: Lots 1-4, E/2W/2

Eddy County, New Mexico

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-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 **January 15, 2018**, 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,

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
Township 24 South, Range 27 East, N.M.P.M.
Section 31: Lots 1-4, E/2W/2
Eddy County, New Mexico

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 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.

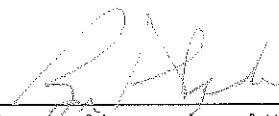
Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
Township 24 South, Range 27 East, N.M.P.M.
Section 31: Lots 1-4, E/2W/2
Eddy County, New Mexico

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

RAM

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

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

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron U.S.A. Inc.

Date: _____

By: Molly Laegerler
Name: Molly Laegerler
Title: Attorney in Fact

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

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

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

Marshall & Winston, Inc.

Date: 2-26-18

By: Tom M Brandt
Name: Tom M. Brandt
Title: President

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

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

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: 3/2/18

By: John Clint Hurt
Name: JOHN CLINT HURT
Title: PARTNER

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: 8-27-24

By: [Signature]

Name: [Signature]

Title: President/CEO

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

David H Essex

Date: _____

By: _____

Name:

Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____

Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____

By: _____
Name:
Title:

MBOE, Inc.

Date: _____

By: _____
Name: *[Handwritten Signature]*
Title: *[Handwritten Title]*

David H Essex

Date: _____

By: _____
Name:
Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____
Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____

By: _____

Name:
Title:

MBOE, Inc.

Date: _____

By: _____

Name:
Title:

David H Essex

Date: 3-7-18

By: 

Name:
Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____

Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____

By: _____

Name:

Title:

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

David H Essex

Date: _____

By: _____

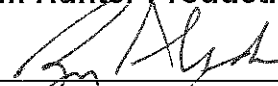
Name:

Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: 

Roger Alexander, Attorney-In-Fact

CP RM

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: 2-26-18

By: *Tom M. Brandt*

Name: Tom M. Brandt
Title: President

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:
Title:

Longhorn Partners

Date: _____

By: _____

Name:
Title:

ICA Energy, Inc.

Date: _____

By: _____

Name:
Title:

MBOE, Inc.

Date: _____

By: _____

Name:
Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Chevron U.S.A. Inc.

Date: _____

By: Molly Laguer
Name: Molly Laguer
Title: Attorney in Fact

Longhorn Partners

Date: _____

By: _____
Name:
Title:

ICA Energy, Inc.

Date: _____

By: _____
Name:
Title:

MBOE, Inc.

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Longhorn Partners

Date: 3/2/18

By: John Clint Hurt

Name: JOHN CLINT HURT

Title: PARTNER

ICA Energy, Inc.

Date: _____

By: _____

Name:

Title:

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Longhorn Partners

Date: _____

By: _____

Name:

Title:

ICA Energy, Inc.

Date: 2-7-18

By: 

Name: CURTIS N. LEONARD

Title: PRESIDENT / CEO

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: _____

By: _____
Name:
Title:

ICA Energy, Inc.

Date: _____

By: _____
Name:
Title:

MBOE, Inc.

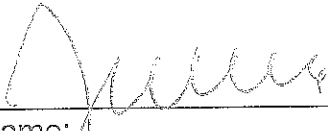
Date: _____

By: *Sarah M. Putman*
Name: Sarah M. Putman
Title: Vice President

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

David H Essex

Date: 3-1-18

By: 
Name:
Title:

TLW Investments LLC

Date: _____

By: _____
Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

David H Essex

Date: _____ By: _____

Name:
Title:

F & F Exploration, LLC

Date: 3/7/2018



By: _____
Name: Patrick Fulghart
Title: Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by David H Essex.

Notary Public in and for the State of _____

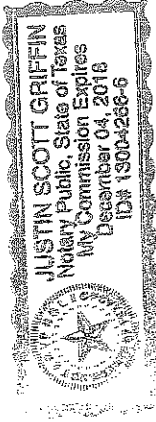
My Commission Expires: _____

STATE OF Texas)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 7th day of March, 2018, by Patrick Felcham, as Manager of F & F Exploration, LLC, on behalf of said company.

Justin Scott Griffin
Notary Public in and for the State of TEXAS

My Commission Expires: 12/09/2018



Scotter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

David H Essex

Date: _____

By: _____

Name:
Title:

F & F Exploration, LLC

Date: _____

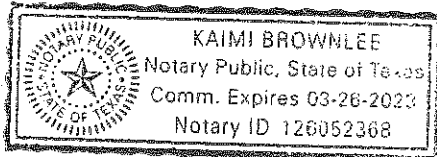
By: _____

Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 9th day of September, 2018 by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

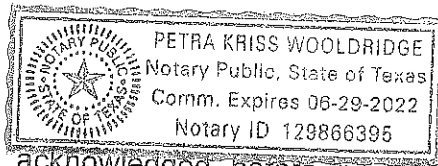


Kaimi Brownlee
Notary Public in and for the State of Texas

My Commission Expires: 3/26/2023

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF _____)
COUNTY OF _____)



The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Chevron U.S.A. Inc., on behalf of said corporation.

Petra Wooldridge
Notary Public in and for the State of Texas

My Commission Expires: June 29, 2022

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Roger Alexander, as Attorney-in-Fact of Magnum Hunter Production, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

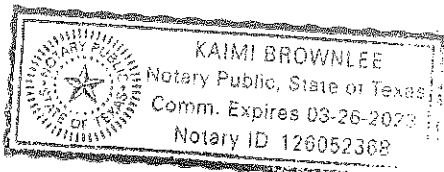
The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Chevron U.S.A. Inc., on behalf of said corporation.

Notary Public in and for the State of _____

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 9th day of September, 2018, by Roger Alexander, as Attorney-in-Fact of Magnum Hunter Production, Inc., a Texas corporation, on behalf of said corporation.



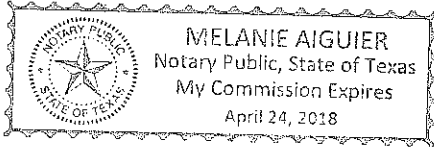
Kaimi Brownlee
Notary Public in and for the State of Texas

My Commission Expires: 3/26/2023

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 26th day of February, 2018, by Tom M. Brandt, as President of Marshall & Winston, Inc., on behalf of said company.



Melanie Aiguier
Notary Public in and for the State of Texas

My Commission Expires: 4/24/18

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Longhorn Partners, on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

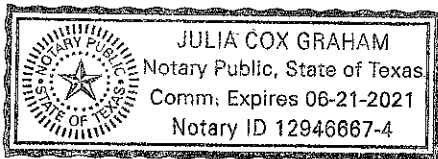
The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Marshall & Winston, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

STATE OF Texas)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 2 day of March, 2018, by JOHN CUNT HOCT, as Partner of Longhorn Partners, on behalf of said company.



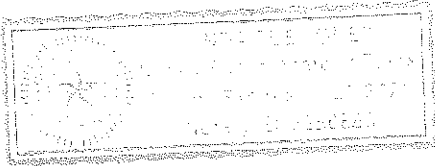
[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 06/21/2021

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF TEXAS)
)
COUNTY OF LOTT)

The foregoing instrument was acknowledged before me this 25 day of SEPTEMBER, 2018, by DAVID S. COLEMAN, as PRESIDENT of ICA Energy, Inc., on behalf of said company.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 11/21/2021

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of MBOE, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of ICA Energy, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 24th day of February, 2018, by Sarah M. Putman, as vice president of MBOE, Inc., on behalf of said company.

Katherine C. Keaton
Notary Public in and for the State of TEXAS

My Commission Expires: 4/14/2019



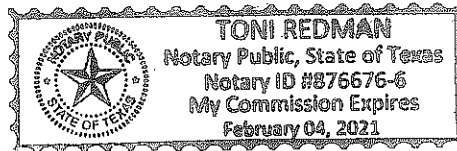
Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 1st day of March, 2018, by David H Essex.

Toni Redman
Notary Public in and for the State of _____

My Commission Expires: 2-4-21



STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of TLW Investments LLC, on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 7H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: W/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: W/2
Eddy County, New Mexico

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN COMMUNITIZATION AGREEMENT DATED JANUARY 15, 2018,
COVERING THE W/2 OF SEC 6-T25S-R27E AND THE W/2 OF SEC 31-T24S-R27E, N.M.P.M., EDDY COUNTY, NEW MEXICO

Scoter 6-31 Fed Com 7H

BHL ○ NM 96208 Tract 2 Lot 1	NM 96208 Tract 2		31-T24S-R27E
NM 96208 Tract 2 Lot 2	NM 96208 Tract 2		
NM 96208 Tract 2 Lot 3	NM 96208 Tract 2		
NM 96208 Tract 2 Lot 4	NM 96208 Tract 2		
NM 110348 Tract 1 Lot 4	NM 110348 Tract 1 Lot 3		6-T25S-R27E
NM 110348 Tract 1 Lot 5	NM 110348 Tract 1		
NM 110348 Tract 1 Lot 6	NM 110348 Tract 1		
SHL ○ NM 110348 Tract 1 Lot 7	NM 110348 Tract 1		

Scoter 6-31 Fed Com 7H

Township 25 South, Range 27 East, N.M.P.M.

Section 6: W/2

Township 24 South, Range 27 East, N.M.P.M.

Section 31: W/2

Eddy County, New Mexico

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated January 15, 2018 covering Lots 3-7, SE/4NW/4, E/2SW/4 of Sec 6-T25S-R27E and Lots 1-4, E/2W/2 of Sec 31-T24S-R27E, N.M.P.M., Eddy County, New Mexico.

Tract 1:

Lease Serial No: NM 110348
 Lease Date: June 1, 2003
 Recorded: Book 515, Page 843
 Term: 10 years
 Lessor: United States of America
 Original Lessee: Rubicon Oil & Gas I, LP
 Current Lessee: Chevron U.S.A. Inc. 43.7500%
 Marshall & Winston Inc. 25.0000%
 David H. Essex 8.3340%
 Longhorn Partners 8.3330%
 ICA Energy Inc. 8.3330%
 MBOE Inc. 6.2500%

Description of
 Lands Committed: Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 3-7, SE/4NW/4 and E/2SW/4
 Eddy County, New Mexico

Number of Acres: 310.91 acres
 Royalty Rate: 12.5%

Working Interest Owner:

David H Essex8.334000%
 MBOE, Inc.....6.250000%
 ICA Energy, Inc.....8.333000%
 Longhorn Partners.....8.333000%
 Chevron U.S.A. Inc.....38.698961%
 Marshall & Winston, Inc.....25.000000%
 F & F Exploration, LLC.....5.051037%

Tract 2:

Lease Serial No: NM 96208
 Lease Date: March 1, 1996
 Recorded: Unrecorded

Scoter 6-31 Fed Com 7H
 Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: Lots 1-4, E/2W/2
 Eddy County, New Mexico

Term: 10 years
 Lessor: United States of America
 Original Lessee: Doug J Shutz
 Current Lessee: Chevron U.S.A. Inc.
 Description of
 Lands Committed: Township 24 South, Range 27 East, N.M.P.M.
 Section 31: Lots 1, 2, 3, 4 and E/2W/2
 Eddy County, New Mexico
 Number of Acres: 304 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Chevron USA Inc.....100%

RECAPITULATION

<u>Tract No.</u>	<u>Acreage Committed</u>	<u>Percentage of Interest</u>
Tract 1	310.91 acres	50.56 %
Tract 2	304.00 acres	49.44%
Total	614.91 acres	100.00%

Scoter 6-31 Fed Com 7H
 Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 3-7, SE/4NW/4, E/2SW/4
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: Lots 1-4, E/2W/2
 Eddy County, New Mexico

COMMUNITIZATION AGREEMENT

Contract No. _____

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 27 East, N.M.P.M.
 Section 6: Lots 1-2, S/2NE/4, SE/4
Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico

Scoter 6-31 Fed Com 43H & 44H
 Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 1-2, S/2NE/4, SE/4
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico

Containing 638.44 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).

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

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
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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-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 **February 11, 2019**, 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,

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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 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.

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: Lots 1-2, S/2NE/4, SE/4
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

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

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron USA Inc.

Date: _____

By: _____
Name:
Title:

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

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OPERATOR:

Cimarex Energy Co.

Date: _____

By: _____
Roger Alexander, Attorney-in-Fact

RECORD TITLE OWNERS (LESSEES OF RECORD):

Chevron USA Inc.

Date: _____

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

Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

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

RECORD TITLE OWNERS (LESSEES OF RECORD):


Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

Marshall & Winston, Inc.

Date: March 14, 2019

By: 
Name: Tom M. Brandt
Title: President

Longhorn Partners

Date: _____

By: _____
Name:
Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

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Cimarex Energy Co.

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Chevron U.S.A. Inc.

Date: _____

By: _____
Name:
Title:

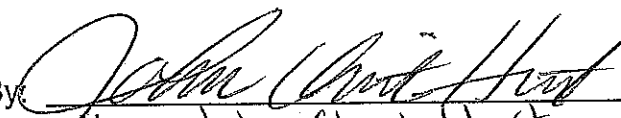
Marshall & Winston, Inc.

Date: _____

By: _____
Name:
Title:

Longhorn Partners

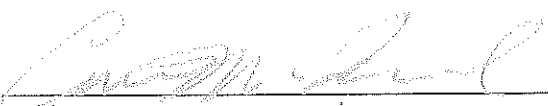
Date: _____

By: 
Name: John Clint Hurt
Title: Partner

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: 3-11-19

By: 
Name: CURTIS N. LEONARD
Title: PRESIDENT / CEO

MBOE, Inc.

Date: _____

By: _____
Name:
Title:

David H Essex

Date: _____

By: _____
Name:
Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____
Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____


By: _____

Name:

Title:

MBOE, Inc.

Date: 3/28/11

By: 

Name: Michael E. Montgomery

Title: President

David H Essex

Date: _____

By: _____

Name:

Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____

Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____

By: _____

Name:
Title:

MBOE, Inc.

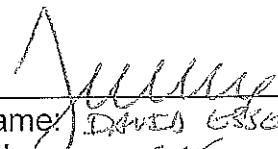
Date: _____

By: _____

Name:
Title:

David H Essex

Date: 3-25-25

By: 

Name: DAVID ESSEX
Title: SELF

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: _____

Roger Alexander, Attorney-In-Fact

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ICA Energy, Inc.

Date: _____

By: _____
Name:
Title:

MBOE, Inc.

Date: _____

By: _____
Name:
Title:

David H Essex

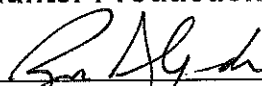
Date: _____

By: _____
Name:
Title:

WORKING INTEREST OWNERS (OWNERS OF OPERATING RIGHTS):

Magnum Hunter Production, Inc.

Date: _____

By: 
Roger Alexander, Attorney-In-Fact *CP pm*

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: March 14, 2019

By: *Tom M. Brandt*

Name: Tom M. Brandt
Title: President

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:
Title:

Longhorn Partners

Date: _____

By: _____

Name:
Title:

ICA Energy, Inc.

Date: _____

By: _____

Name:
Title:

MBOE, Inc.

Date: _____

By: _____

Name:
Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron USA, Inc.

Date: _____

By: *[Signature]* _____

Name: *Miss Brock*

Title: *Attorney-At-Law*

Longhorn Partners

Date: _____

By: _____

Name:

Title:

ICA Energy, Inc.

Date: _____

By: _____

Name:

Title:

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Longhorn Partners

Date: _____

By: 

Name: John Clint Holt

Title: Partner

ICA Energy, Inc.

Date: _____

By: _____

Name:

Title:

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Longhorn Partners

Date: _____

By: _____

Name:

Title:

ICA Energy, Inc.

Date: 3-11-19

By: 

Name: CURT A. LEONARDO

Title: PRESIDENT / CEO

MBOE, Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
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Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Marshall & Winston, Inc.

Date: _____

By: _____

Name:

Title:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Longhorn Partners

Date: _____

By: _____

Name:

Title:

ICA Energy, Inc.

Date: _____

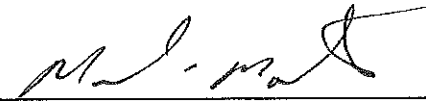
By: _____

Name:

Title:

MBOE, Inc.

Date: 3/25/19

By: 

Name: Michael E. Montgomery

Title: President

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

David H Essex

Date: _____

By: _____

Name:

Title:

Roadrunner O&G, LLC

Date: _____

By: _____

Name: Blake Carpenter

Title: Managing Partner

OVERRIDING ROYALTY INTERESTS OWNERS:

Chevron U.S.A. Inc.

Date: _____

By: _____

Name:

Title:

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

David H Essex

Date: _____

By: _____

Name:

Title:

Roadrunner O&G, LLC

Date: _____

By: _____

Name:

Title:

OVERRIDING ROYALTY INTERESTS OWNERS:

Chevron USA, Inc.

Date: _____

By: Nick Brock

Name: Nick Brock

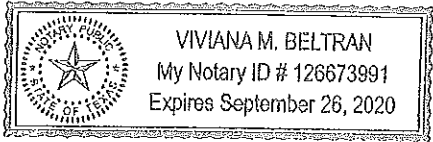
Title: Attorney-in-Fact

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 11th day of March, 2019, by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.



Viviana M. Beltran
Notary Public in and for the State of Texas

My Commission Expires: 09/26/2020

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of Chevron USA Inc., on behalf of said corporation.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Roger Alexander, as Attorney-in-Fact of Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF Texas)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 25th day of March, 2019, by NICK BROCK, as Attorney-in-Fact of Chevron USA, Inc., on behalf of said corporation.



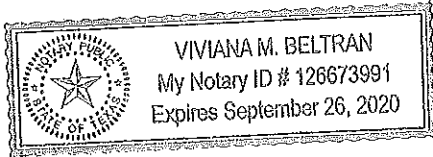
Donna Braden
Notary Public in and for the State of Texas

My Commission Expires: 8-17-2021

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2019, by Roger Alexander, as Attorney-in-Fact of Magnum Hunter Production, Inc., a Texas corporation, on behalf of said corporation.



Viviana M. Beltran
Notary Public in and for the State of Texas

My Commission Expires: 09/26/2020

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of Marshall & Winston, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

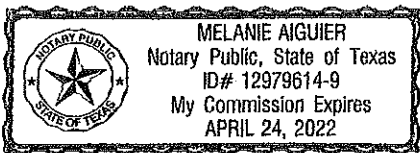
The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Roger Alexander, as Attorney-in-Fact of Magnum Hunter Production, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Tom M. Brandt, as President of Marshall & Winston, Inc., on behalf of said company.



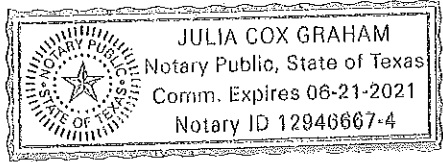
Melanie Aiguier
Notary Public in and for the State of Texas

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF Texas)
COUNTY OF William)

The foregoing instrument was acknowledged before me this 25 day of March, 2019, by Johanna Hest, as Partner of Longhorn Partners, on behalf of said company.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 06/21/2021

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of ICA Energy, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

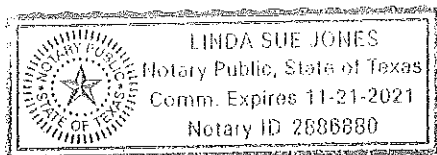
The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of Longhorn Partners, on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

STATE OF Texas)
)
COUNTY OF Ector)

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by CURTIS H. LEONARD, as PRESIDENT/CEO of ICA Energy, Inc., on behalf of said company.



Linda Sue Jones
Notary Public in and for the State of Texas

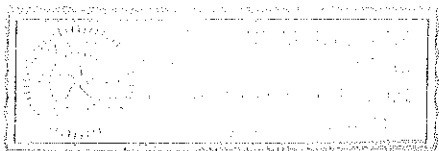
My Commission Expires: 11-21-2021

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF Texas)

COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 25th day of March, 2019, by Michael E. Montgomery as President of MBOE, Inc., on behalf of said company.



Catic Mest
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 _____, 2019, by David H Essex.

Notary Public in and for the State of _____

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of MBOE, Inc., on behalf of said company.

Notary Public in and for the State of _____

My Commission Expires: _____

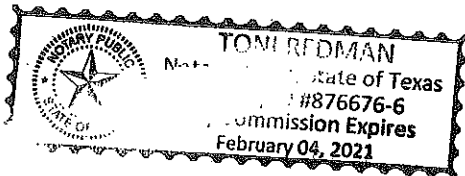
STATE OF TEXAS)
)
COUNTY OF MUSKOGEE)

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2019, by David H Essex.

Joni Reoman

Notary Public in and for the State of TEXAS

My Commission Expires: 2-4-21



Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

STATE OF Texas)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 18th day of March, 2019, by Blk Carpenter, as managing partner of Roadrunner O&G, LLC, on behalf of said company.

Cathy Wilson
Notary Public in and for the State of Texas

My Commission Expires: _____

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M.
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN COMMUNITIZATION AGREEMENT DATED FEBRUARY 11, 2019, COVERING THE E/2 OF SEC 6-T25S-R27E AND THE E/2 OF SEC 31-T24S-R27E, N.M.P.M., EDDY COUNTY, NEW MEXICO

Scoter 6-31 Fed Com 43H & 44H

Sec 31-T24S-R27E		NM 96208 Tract 3	NM 96208 Tract 3
		NM 96208 Tract 3	NM 96208 Tract 3
		NM 96208 Tract 3	NM 96208 Tract 3
		NM 96208 Tract 3	NM 96208 Tract 3
Sec 6-T25S-R27E		NM 100332 Tract 2 Lot 2	NM 100332 Tract 2 Lot 1
		NM 100332 Tract 2	NM 100332 Tract 2
		NM 100332 Tract 1	NM 100332 Tract 1
		NM 100332 Tract 1	NM 100332 Tract 1

Scoter 6-31 Fed Com 43H 44H
 Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 1-2, S/2NE/4, SE/4
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated February 11, 2019 covering Lots 1-2, S/2NE/4 and the SE/4 of Sec 6-T25S-R27E and the E/2 of Sec 31-T24S-R27E, N.M.P.M., Eddy County, New Mexico.

Tract 1:

Lease Serial No: NMNM 100332
 Lease Date: December 1, 1997
 Recorded: Book 515, Page 843
 Term: 10 years
 Lessor: United States of America
 Original Lessee: Chevron USA Production Company
 Current Lessee: Chevron USA Production Company
 Description of
 Lands Committed: Township 25 South, Range 27 East, N.M.P.M.
 Section 6: SE/4
 Eddy County, New Mexico
 Number of Acres: 160.00 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Cimarex Energy Co.....100.0000%

Overriding Royalty Interest Owner:

Chevron USA Inc

Tract 2:

Lease Serial No: NMNM 100332
 Lease Date: December 1, 1997
 Recorded: Book 515, Page 843
 Term: 10 years
 Lessor: United States of America
 Original Lessee: Chevron USA Production Company
 Current Lessee: Chevron USA Production Company

Scoter 6-31 Fed Com 43H & 44H
 Township 25 South, Range 27 East, N.M.P.M
 Section 6: E/2
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico

Description of
 Lands Committed: Township 25 South, Range 27 East, N.M.P.M.
 Section 6: Lots 1 & 2, S/2NE/4
 Eddy County, New Mexico
 Number of Acres: 158.44 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Chevron USA Production Company 100.0000%

Overriding Royalty Interest Owner:

Chevron USA Inc

Tract 3:

Lease Serial No: NMNM 96208
 Lease Date: March 1, 1996
 Recorded: Unrecorded
 Term: 10 years
 Lessor: United States of America
 Original Lessee: Doug J Schutz
 Current Lessee: Chevron U.S.A. Inc.
 Description of
 Lands Committed: Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico
 Number of Acres: 320 acres
 Royalty Rate: 12.5%

Working Interest Owner:

Chevron U.S.A. Inc.....100%

Overriding Royalty Interest Owner:

Chevron USA Inc

Scoter 6-31 Fed Com 43H & 44H
 Township 25 South, Range 27 East, N.M.P.M
 Section 6: E/2
 Township 24 South, Range 27 East, N.M.P.M.
 Section 31: E/2
 Eddy County, New Mexico

RECAPITULATION

<u>Tract No.</u>	<u>Acreage Committed</u>	<u>Percentage of Interest</u>
Tract 1	160.00 acres	25.06 %
Tract 2	158.44 acres	24.82%
Tract 3	320.00 acres	50.12%
Total	638.44 acres	100.00%

Scoter 6-31 Fed Com 43H & 44H
Township 25 South, Range 27 East, N.M.P.M
Section 6: E/2
Township 24 South, Range 27 East, N.M.P.M.
Section 31: E/2
Eddy County, New Mexico

Accelerate Resources Corporation	C/O Accelerate Resources Operating	7950 Legacy Dr Ste 500	Plano	TX	75024
Chevron Usa Inc	Po Box 730436		Dallas	TX	75373-0436
David Essex Trust Fbo Elliot Carter Essex	South West Bank Trustee C/O Farmers National Company Agent	Po Box 3480	Omaha	NE	68103-0480
David Essex Trust Fbo Pierce Dean Essex	South West Bank Trustee C/O Farmers National Company Agent	Po Box 3480	Omaha	NE	68103-0480
Hjjw Interests Lp	P O Box 470578		Fort Worth	TX	76147
Ica Energy Inc	Po Box 233		Odessa	TX	79760-0233
Longhorn Partners	Po Box 1973		Midland	TX	79702
Marshall And Winston Inc	Po Box 50880		Midland	TX	79710-0880
Mboe Inc	1020 E Levee Ste 130		Dallas	TX	75207
Memo Interests Lp	P O Box 470578		Fort Worth	TX	76147
Michael D Hayes	3608 Meadowridge Ln		Midland	TX	79707
Bureau of Land Management	301 Dinosaur Trail		Santa Fe	NM	87508



Paula M. Vance
Associate
Phone (505) 988-4421
Fax (505) 819-5579
pmvance@hollandhart.com

August 13, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Lots 1-4, E/2 W/2 and the E/2 (All of Section 31 equivalent) of irregular Section 31, Township 24 South, Range 27 East, and Lots 1-7, SE/4 NW/4, S/2 NE/4, E/2 SW/4, and the SE/4 (All of Section 6 equivalent) of irregular Section 6, Township 25 South, Range 27 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 days from the date the Division receives the application at 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.

If you have any questions about this application, please contact the following:

Cassie Culpepper
Coterra Energy Inc.
(432) 620-1641
cassie.culpepper@coterra.com

Sincerely,

Paula M. Vance
ATTORNEY FOR CIMAREX ENERGY COMPANY A
SUBSIDIARY OF COTERRA ENERGY INC.

Coterra - Scoter 6-31 Commingling
Postal Delivery Report

9414811898765485370925	Cimarex Energy Co	PO Box 4544	Houston	TX	77210-4544	Your item has been delivered and is available at a PO Box at 2:18 pm on August 17, 2024 in HOUSTON, TX 77210.
9414811898765485370987	Chevron USA Inc	PO Box 730436	Dallas	TX	75373-0436	Your item has been delivered and is available at a PO Box at 5:03 am on August 18, 2024 in DALLAS, TX 75373.
9414811898765485370611	David Essex Trust Fbo Elliot Carter Essex Sth Wst Bnk Trst C/ Fmrs Ntnal Company Agent	PO Box 3480	Omaha	NE	68103-0480	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765485370604	David Essex Trust Fbo Pierce Dean Essex Sth Wst Bnk Trst C/ Fmrs Ntnal Company Agent	PO Box 3480	Omaha	NE	68103-0480	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765485370673	HJJW Interests LP	PO Box 470578	Fort Worth	TX	76147-0578	Your item has been delivered and is available at a PO Box at 8:59 am on August 16, 2024 in FORT WORTH, TX 76147.
9414811898765485370123	ICA Energy Inc	PO Box 233	Odessa	TX	79760-0233	Your item was picked up at the post office at 10:50 am on August 15, 2024 in ODESSA, TX 79761.
9414811898765485370147	Longhorn Partners	PO Box 1973	Midland	TX	79702-1973	Your item arrived at the MIDLAND, TX 79701 post office at 4:17 pm on August 15, 2024 and is ready for pickup.

Coterra - Scoter 6-31 Commingling
Postal Delivery Report

9414811898765485370314	Marshall And Winston Inc	PO Box 50880	Midland	TX	79710-0880	Your item was picked up at a postal facility at 9:19 am on August 15, 2024 in MIDLAND, TX 79705.
9414811898765485370352	MBOE Inc	1020 E Levee St Ste 130	Dallas	TX	75207-4032	Your item was delivered to the front desk, reception area, or mail room at 12:14 pm on August 16, 2024 in DALLAS, TX 75207.
9414811898765485370307	Memo Interests Lp	PO Box 470578	Fort Worth	TX	76147-0578	Your item has been delivered and is available at a PO Box at 8:59 am on August 16, 2024 in FORT WORTH, TX 76147.
9414811898765485370383	Michael D Hayes	3608 Meadowridge Ln	Midland	TX	79707-4543	Your item arrived at our MIDLAND TX DISTRIBUTION CENTER destination facility on August 17, 2024 at 8:08 pm. The item is currently in transit to the destination.
9414811898765485370017	Stryker Energy - Nonop LLC	PO Box 2240	Spring	TX	77383-2240	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765485370000	Heritage Resources Nonop LLC Attn Land Or Accounting	150 N Main St Ste 202	Sheridan	WY	82801-3906	Your item was delivered to an individual at the address at 10:59 am on August 15, 2024 in SHERIDAN, WY 82801.

Coterra - Scoter 6-31 Commingling
Postal Delivery Report

9414811898765485370086	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your item was delivered to the front desk, reception area, or mail room at 11:08 am on August 16, 2024 in SANTA FE, NM 87508.
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9414811898765485370925

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Latest Update

Your item has been delivered and is available at a PO Box at 2:18 pm on August 17, 2024 in HOUSTON, TX 77210.

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Delivered

Delivered, PO Box

HOUSTON, TX 77210

August 17, 2024, 2:18 pm

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Feedback

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Latest Update

Your item has been delivered and is available at a PO Box at 5:03 am on August 18, 2024 in DALLAS, TX 75373.

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Delivered, PO Box

DALLAS, TX 75373

August 18, 2024, 5:03 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

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9414811898765485370611

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Latest Update

Your item was picked up at a postal facility at 8:11 am on August 21, 2024 in OMAHA, NE 68108.

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Delivered

Delivered, Individual Picked Up at Postal Facility

OMAHA, NE 68108

August 21, 2024, 8:11 am

See All Tracking History

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Tracking Number:

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9414811898765485370604

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Latest Update

Your item was picked up at a postal facility at 8:11 am on August 21, 2024 in OMAHA, NE 68108.

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Delivered

Delivered, Individual Picked Up at Postal Facility

OMAHA, NE 68108

August 21, 2024, 8:11 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

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Tracking Number:

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9414811898765485370673

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Latest Update

Your item has been delivered and is available at a PO Box at 8:59 am on August 16, 2024 in FORT WORTH, TX 76147.

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USPS Tracking Plus[®]

Delivered

Delivered, PO Box

FORT WORTH, TX 76147

August 16, 2024, 8:59 am

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Latest Update

Your item was picked up at the post office at 10:50 am on August 15, 2024 in ODESSA, TX 79761.

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Delivered, Individual Picked Up at Post Office

ODESSA, TX 79761

August 15, 2024, 10:50 am

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9414811898765485370147

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Latest Update

Your item has been delivered to the original sender at 1:28 pm on October 10, 2024 in SANTA FE, NM 87501.

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USPS Tracking Plus®

Delivered

Delivered, To Original Sender

SANTA FE, NM 87501

October 10, 2024, 1:28 pm

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Tracking Number:

9414811898765485370314

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Latest Update

Your item was picked up at a postal facility at 9:19 am on August 15, 2024 in MIDLAND, TX 79705.

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Delivered, Individual Picked Up at Postal Facility

MIDLAND, TX 79705

August 15, 2024, 9:19 am

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[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

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Tracking Number:

9414811898765485370352

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 12:14 pm on August 16, 2024 in DALLAS, TX 75207.

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USPS Tracking Plus[®]

Delivered

Delivered, Front Desk/Reception/Mail Room

DALLAS, TX 75207

August 16, 2024, 12:14 pm

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Tracking Number:

9414811898765485370307

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Latest Update

Your item has been delivered and is available at a PO Box at 8:59 am on August 16, 2024 in FORT WORTH, TX 76147.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, PO Box

FORT WORTH, TX 76147

August 16, 2024, 8:59 am

[See All Tracking History](#)

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Tracking Number:

9414811898765485370383

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Latest Update

Your item was delivered to an individual at the address at 11:58 am on August 19, 2024 in MIDLAND, TX 79707.

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USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

MIDLAND, TX 79707

August 19, 2024, 11:58 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

See More 

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Tracking Number:

9414811898765485370017

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Latest Update

Your item was picked up at the post office at 3:09 pm on September 3, 2024 in SPRING, TX 77373.

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USPS Tracking Plus[®]

Delivered

Delivered, Individual Picked Up at Post Office

SPRING, TX 77373

September 3, 2024, 3:09 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

See More 

Tracking Number:

Remove 

9414811898765485370000

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Latest Update

Your item was delivered to an individual at the address at 10:59 am on August 15, 2024 in SHERIDAN, WY 82801.

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USPS Tracking Plus[®]

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Delivered, Left with Individual

SHERIDAN, WY 82801

August 15, 2024, 10:59 am

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[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

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Tracking Number:

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9414811898765485370086

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:08 am on August 16, 2024 in SANTA FE, NM 87508.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Front Desk/Reception/Mail Room

SANTA FE, NM 87508

August 16, 2024, 11:08 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

[See More](#) 

Track Another Package

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[FAQs](#)

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COTERRA ENERGY OPERATING
COMPANY**

ORDER NO. CTB-1221

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 Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
5. 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.
6. 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.
7. 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.
8. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

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 and leases as described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases 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, as applicable, 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. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
6. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.

7. 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.
8. 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.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
11. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
12. 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.
13. 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.
14. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
15. 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).

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

Albert Chang

**ALBERT C. S. CHANG
DIRECTOR**

DATE: 4/24/26

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1221
Operator: Coterra Energy Operating Company (215099)
Central Tank Battery: Scoter 6-31 Federal Com Central Tank Battery
Central Tank Battery Location: UL O, Section 6, Township 25 South, Range 27 East
Gas Title Transfer Meter Location: UL O, Section 6, Township 25 South, Range 27 East

Pools

Pool Name	Pool Code
PURPLE SAGE;WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 105692772 (140032) CASE	E2	31-24S-27E
CLOSED	E2	06-25S-27E
CA Wolfcamp NMNM 106312467	W2	31-24S-27E
	W2	06-25S-27E
PROPOSED CA Wolfcamp NMNM	E2	31-24S-27E
	E2	06-25S-27E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-44806	SCOTER 6 31 FEDERAL COM #007H	W2	31-24S-27E	98220
		W2	06-25S-27E	
30-015-45265	SCOTER 6 31 FEDERAL COM #043H	E2	31-24S-27E	98220
		E2	06-25S-27E	
30-015-45264	SCOTER 6 31 FEDERAL COM #044H	E2	31-24S-27E	98220
		E2	06-25S-27E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 376268

CONDITIONS

Operator: Coterra Energy Operating Co. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 376268
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	One of the CA's is Closed. Please provide OCD with a new CA for closed one.	4/22/2026
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 .	4/28/2026