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Special Docket: Oil Conservation Division Hearings

Docket No. 16-23 OCD

Case Nos: 23448, 23449, 23450, 23451, 23452, 23453,  
23454, 23455, 23594, 23595, 23596, 23597, 23598,  
23599, 23600, 23601, 23508, 23509, 23510, 23511,  
23512, 23513, 23514, 23515, 23516, 23517, 23518,  
23519, 23520, 23521, 23522, 23523

Moderated by Felicia Orth

9 August 2023

8:30 a.m.

Remote Proceeding

Reported by: Dana Fulton

JOB NO.: 6031717

A P P E A R A N C E S

List of Attendees:

Felicia Orth, Chair

Hailee Thompson, Examiner

John Garcia, Examiner

Marlene Salvidrez, Host

Blake Jones, Panel

Mark McCoy, Panel

Jim Bruce, Panel

Adam Rankin, Panel

Jenny Blake, Panel

Dylan Park, Panel

Leonard Lowe, Panel

Calvin Boyle, Panel

Darin Savage, Panel

Eddie Behm, Panel

John Coffman, Panel

Keaton Curtis, Panel

Bella Sikes, Panel

Staci Mueller, Panel

William Zimsky, Panel

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C O N T E N T S

	PAGE
Mr. Savage - Opening Statement	15
Mr. Rankin - Opening Statement	18
Mr. John Coffman	23
Ms. Staci Mueller	150
Mr. Calvin Boyle	214

1  
2  
3  
4  
5  
6  
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12  
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P R O C E E D I N G S

MS. ORTH: -- be resuming. Thank you.

You see two technical examiners on your screen, Hailee Thompson and John Garcia. My name is Felicia Orth.

There are other staff on the line, of course, and other folks. Looks like we have several of the witnesses for whom I saw witness statements. I did see other entries of appearance.

We had Mr. Bruce on earlier for Foran Oil and MRC Permian. I also saw an entry of appearance back from April by Blake Jones for Northern Oil and Gas.

Mr. Jones, would you like to introduce yourself? He may have stepped away. Let's see here.

Are there any other entries of appearance this morning?

MR. RANKIN: Adam, here. And Officer, I neglected to introduce my colleague, Paula Vance, who will be assisting me during today's hearing as well. She's with us.

MS. ORTH: Thank you very much. So let me identify the cases. Maybe I should have done that first.

We're here on the platform for a

1 hearing on the applications of Cimarex Energy for a  
2 horizontal spacing unit and compulsory cooling in Lea  
3 County, New Mexico. Cases number 23448 and 23455 --  
4 through 23455.

5 Also, the applications of Cimarex  
6 Energy for compulsory pooling in Lea County, New  
7 Mexico. Cases number 23594 through 23601.

8 And the applications of Read & Stevens  
9 for compulsory pooling in Lea County, New Mexico.  
10 These are cases 23508 through 23523.

11 I have walked through the pleadings in  
12 each of those sets of cases from the applications,  
13 obviously; so motions for continuance, prehearing  
14 statements, exhibits, supplemental exhibits,  
15 objections to exhibits, and the self-affirmed  
16 statement of four witnesses for Cimarex and four  
17 witnesses for Read & Stevens/Permian.

18 Is there anything else we should talk  
19 about before we begin the opening statements,  
20 presumably, and then the introduction of witnesses?

21 MR. ZIMSKY: Yes, Madam, Hearing  
22 Examiner. William Zimsky on behalf of Cimarex.

23 Mr. Rankin and I had discussed and  
24 agreed to a procedure whereby Cimarex would go first.  
25 They would present their witnesses in order and

1 they -- we, the attorneys, would ask questions of the  
2 Cimarex witnesses regarding the exhibits and testimony  
3 of the Permian Resources' witnesses.

4 And then, that way -- and then, Mr.  
5 Rankin would do cross; and then, we would do redirect  
6 and possibly recross.

7 Now, Cimarex -- or Permian Resources  
8 filed rebuttal exhibits late last night. It's 44-  
9 pages worth or so. And so I think it was at 9 o'clock  
10 or so. We haven't had a real good chance to review  
11 those.

12 So what I would suggest is that we put  
13 off questioning about the rebuttal exhibits to allow  
14 our witnesses to get a better grasp of them and put  
15 that off until tomorrow, tomorrow morning.

16 If we get done with the hearing before  
17 the end of today with everything else, then tomorrow,  
18 pick up with questioning on the rebuttal exhibits.

19 And I would propose -- and I've  
20 proposed this to Mr. Rankin; I don't think he agrees.

21 But I would propose that the Permian  
22 Resources witnesses speak to those rebuttal exhibits;  
23 and then we, Cimarex, would do a cross-examination and  
24 redirect. And then, we would call back our land, our  
25 geology, and our engineering experts to testify about

1 the rebuttal exhibits.

2 So and it -- based on the fact that we  
3 just got those late last night, we're requesting a  
4 limited continuance.

5 We had two days set for this hearing so  
6 that we -- so the request is basically to start -- to  
7 put off any questioning regarding the rebuttal  
8 exhibits until tomorrow morning or at the end of the  
9 regular hearing if it carries over into tomorrow.

10 MS. ORTH: Mr. Rankin?

11 MR. RANKIN: Thank you, Madam Hearing  
12 Officer.

13 Yeah. What I had proposed to Mr.  
14 Zimsky was that, in order to streamline and limit, you  
15 know, the switching back and forth between  
16 witnesses -- and I agreed that Cimarex could go first  
17 and that they would present their witnesses, as Mr.  
18 Zimsky stated, in turn; and then, after adopting their  
19 testimony on direct, that they would go right into  
20 their rebuttal testimony on exhibits.

21 And then, in order to save time, I  
22 would then cross on both their direct testimony and  
23 rebuttal and get it all done at one time. And then  
24 they could do their redirect. And then we can move on  
25 to the next witness.

Page 7

1           And that way, I thought, was the most  
2 streamlined manner of proceeding: to combine both  
3 direct and cross at one time -- rather, direct and  
4 rebuttal at one time.

5           Now, that was before, you know, we  
6 circulated our rebuttal exhibits at the end of the  
7 evening. We put those together in response to  
8 Cimarex's new exhibit packets that they circulated,  
9 you know, the week before the end of the prehearing  
10 order.

11           And those new exhibit packets, you  
12 know, included essentially new exhibits -- not just  
13 around the discovery that was made on the fairly  
14 limited issue, but basically was a significant  
15 reconfiguration of their testimony and exhibits.

16           And so, you know, we did put together a  
17 relatively concise rebuttal -- set of rebuttal  
18 exhibits. And we circulated them as early as we could  
19 in order to give them an opportunity to review so they  
20 could prepare a cross examination.

21           What I understand Mr. Zimsky's asking  
22 for, though, is more time to review our rebuttal --  
23 which we provided to them, you know, in advance -- in  
24 order to provide -- to prepare surrebuttal. Which is,  
25 you know, essentially a further rebuttal to our

1 rebuttal.

2 And I guess I don't understand the  
3 basis for that. They've had our direct testimony and  
4 exhibits from -- I don't know; I haven't added it up,  
5 but I think it's almost been a month since the end of  
6 July. Maybe three weeks, anyway, since July -- since  
7 before the July 20th hearing.

8 And so I don't really understand why  
9 they would need the additional rebuttal from Cimarex.

10 Our rebuttal is narrowly focused to the  
11 issues that they've raised, and I believe it can be  
12 addressed through cross. And I don't think it needs  
13 to be that we need to go through another round of  
14 exhibits and testimony.

15 MS. ORTH: So the packet -- I haven't  
16 had a chance myself, actually, to look at what was  
17 filed at 9 o'clock last night.

18 Is it truly targeted, Mr. Rankin? It  
19 seems substantial to me.

20 MR. RANKIN: Well, Madam Examiner, if  
21 you may note that their exhibit packets were -- they  
22 submitted four different exhibit packets. The total  
23 page count is on the order of just under 1200 pages.

24 They address a substantial amount of  
25 information on their land, their geology, and their

1 engineering. And engineering is -- you know, went  
2 from -- I don't have the page numbers.

3 But they went from a relatively concise  
4 engineering testimony packet to an engineering  
5 testimony that is on the order of -- it's 50 or 60  
6 paragraphs, over 60 paragraphs, with a whole  
7 additional set of exhibits.

8 And so -- yeah. I mean, I would say  
9 that our exhibits that we filed are directed.  
10 Most -- many of them are focused on the engineering  
11 side.

12 Some of our land exhibits do address  
13 some of the concerns we have with Cimarex's statements  
14 about support; you know, ownership issues; some title  
15 issues. We have some geology that is very, very  
16 limited; it's only two slides that address the  
17 geology. But those feed into and help explain the  
18 basis for the engineering rebuttal that we provide.

19 So I think it is fairly direct.  
20 There's -- some of the pages are, frankly, just pages  
21 that address some of the working interest owners who  
22 have either changed their positions or reflected a  
23 desire to be neutral in the case going forward.

24 So many of those pages are really just  
25 sort of supplements, you know, demonstrating the

1 position of some of the additional working interest  
2 owners.

3 So I think if you do review it, Madam  
4 Examiner, I think you'll see that it's fairly  
5 directed.

6 We also included some, you know --  
7 Cimarex issued an investor relations report this week  
8 that touches on some of these issues, and so we did  
9 include some slides from their investor relations  
10 report that came out two days ago.

11 So you'll see, I think, it's not  
12 anything, you know, out of scope. It is directed  
13 really specifically to the claims and arguments that  
14 Cimarex raises in their direct testimony.

15 MS. ORTH: All right. I just -- I feel  
16 like the night -- late, the night before the hearing,  
17 particularly when we have two days set aside for the  
18 hearing, as Mr. Zimsky noted, we have an opportunity  
19 to handle the rebuttal tomorrow morning even if we do  
20 finish today.

21 And I'm not sure that we're going to  
22 finish today. We do need to wrap it up around 4:30  
23 this afternoon.

24 One or more of the technical examiners  
25 has a work-related reason to have to be pulled away

1 right around 4:30. So we've not got a lot of time  
2 here today. I think we may well be going into  
3 tomorrow in any event.

4 So Mr. Zimsky, let's handle rebuttal  
5 tomorrow as you ask.

6 Is there anything else we need to talk  
7 about?

8 MR. GARCIA: I have a question for the  
9 parties.

10 MS. ORTH: Mr. Garcia?

11 MR. GARCIA: Do you guys plan on  
12 screen-sharing your exhibits due to the large volume  
13 of exhibits?

14 MR. RANKIN: Mr. Garcia, I can respond.  
15 I think in some instances, I do plan to share the  
16 screen where I think it's appropriate and helpful,  
17 where there's details that I intend to point out or  
18 walk through.

19 But I don't always intend to share in  
20 every circumstance here. So at least from my  
21 perspective, you know, I tend to be sort of selective  
22 in terms of what documents or exhibits I intend to put  
23 forward.

24 MR. SAVAGE: And Mr. Garcia, we agree  
25 with that. We would try to identify the exhibits

1 within the packet and the page numbers to facilitate  
2 their identity and location.

3 And if there needs to be something that  
4 needs to be examined more closely, then we would  
5 provide a share of that item. But I think testimony  
6 and exhibits are pretty self-explanatory.

7 MR. GARCIA: I just want to ensure that  
8 I'm looking at the right exhibit packets, because  
9 there's multi exhibit packets in the files.

10 So that should work, as long as these  
11 are clear on which exhibit packet we're staring at  
12 throughout your testimony and cross testimony -- or  
13 cross examination, also.

14 MR. SAVAGE: Thank you.

15 MR. RANKIN: Madam Hearing Officer, I  
16 guess there's one procedural hearing matter that may  
17 be worth raising.

18 And that is, as far as the direct  
19 testimony goes -- and Mr. Zimsky and I and Mr. Savage  
20 discussed this a little bit, but -- you know, what I  
21 propose is, in order to also save time and because  
22 everything has been pre-filed and, in our case, our  
23 exhibits have been pre-filed for, you know, on the  
24 order of almost four weeks -- that rather than take  
25 any time to, you know, summarize or attempt to restate

1 our relatively lengthy testimony -- that we would just  
2 have our witnesses appear; be sworn in; be recognized  
3 as experts in their field; and then, essentially,  
4 adopt their testimony.

5 I'm happy to orient the examiners to  
6 identify the exhibits, but I don't plan on spending  
7 any time summarizing the testimony.

8 My concern about that is it's an  
9 opportunity to -- you know, for either party --  
10 incidentally or inadvertently to, you know, confuse  
11 the testimony.

12 And I just think it's appropriate just  
13 to stick to what we have pre-filed.

14 MS. ORTH: Mr. Zimsky, I have certainly  
15 done hearings where we did that. What do you think?

16 MR. ZIMSKY: Yes. We have agreed. I  
17 think that's a good proposal. It'll help speed things  
18 along.

19 MS. ORTH: All right. And I did --  
20 actually, I printed out all the self-affirmed  
21 statement of every witness.

22 Okay. Anything else? No? Okay.

23 In that case, would you like to open  
24 with opening statements? Or shall we go directly to  
25 the Cimarex witnesses?

1 MR. SAVAGE: Madam Hearing Examiner, if  
2 we could, we'd like to make an opening statement for  
3 this to orient that examiners towards the cases.

4 MS. ORTH: All right. Please go ahead,  
5 Mr. Savage.

6 MR. SAVAGE: Madam Hearing Examiner,  
7 Technical Examiners, Counsel, these cases represent  
8 two very different views, philosophies, and strategies  
9 for developing the subject lands in an area that has  
10 both challenging and unusual geology and that presents  
11 operators with engineering and regulatory challenges.

12 Permian Resources has been active in  
13 this area for what looks like about the past three  
14 years, during which time it has drilled a handful of  
15 wells in the Bone Spring units and less so in the  
16 Wolfcamp, and now suddenly proposes an astounding  
17 number of wells to be drilled in the subject lands: 48  
18 in total with -- and I don't think this is hyperbole  
19 to say -- with an astounding price tag at costing  
20 approximately a quarter of a billion dollars more than  
21 Cimarex's plan.

22 Cimarex, who has been a pioneer and  
23 leader in this area of Lea County surrounding the  
24 subject lands, has been actively working with other  
25 major players since 2010 and is an established

1 operator with 35 horizontal wells drilled within the  
2 basal Third Bone Spring sand; and, over the course of  
3 the past 13 years, has verified that the Third sand is  
4 the most economic target and really the best target  
5 for developing the single reservoir in this area that  
6 is located primarily in the third Bone sand.

7 While we see Permian Resources taking  
8 an imprudent shotgun approach by proposing a sudden  
9 blast of 48 wells into the subject land, Cimarex  
10 currently has proposed 10 wells in the pooling  
11 applications for its Loosey Goosey and Mighty Pheasant  
12 wells and is taking what we believe to be a precise  
13 and methodical approach through proven drilling that  
14 allows the collection of data, allowing Cimarex to  
15 continuously assess the progress of its development  
16 plans; to make adjustments, as necessary, of the  
17 development; that will culminate with a total of 30  
18 wells in the subject lands and achieve the same amount  
19 of production as Permian Resources' plan, but at half  
20 the cost and without having to drill 18 unnecessary  
21 wells.

22 It should be noted that since Permian  
23 Resources has proposed all 48 wells as initial wells,  
24 technically, they would have one year to commence  
25 drilling of all the wells under an order which raises

1 a number of questions regarding the practicality and  
2 intent of their proposals.

3 The question of waste, understood by  
4 the Oil and Gas Act by its ordinary meaning, becomes  
5 paramount in these cases; as is the protection of  
6 correlative rights.

7 Cimarex maintains that it is impossible  
8 to prevent waste and protect correlative rights when  
9 you present working interest owners with the kind of  
10 price tag that Permian Resources wants to hang around  
11 their necks along with the excessive number of  
12 unnecessary wells.

13 There are still a few regulatory  
14 challenges to be addressed and resolved during these  
15 proceedings, but none of which are insurmountable if  
16 Cimarex is provided the opportunity to address them in  
17 full.

18 As part of this effort, Cimarex asks  
19 the Division to take judicial notice of its closing  
20 statement in related cases 23295 and 22853.

21 Cimarex can account for all the  
22 remaining regulatory matters and show that the subject  
23 lands can be developed without massive financial  
24 waste, without suffocating costs, and without scarring  
25 the lands by the gratuitous drilling of 18 unnecessary

1 and avoidable wells.

2 Madam Hearing Examiner, Cimarex thanks  
3 the Division for the opportunity to present its cases  
4 today.

5 MS. ORTH: Thank you, Mr. Savage.

6 Mr. Rankin?

7 MR. RANKIN: Thank you, Madam Hearing  
8 Officer. May it please the Division.

9 Cimarex, in our view here, is looking  
10 to make these cases into a contest of technical  
11 testimony and competing expert opinions over geology  
12 and engineering. For sure, you're going to hear that  
13 today and tomorrow.

14 But what Cimarex's witnesses are going  
15 to tell you is that this acreage is unique, because  
16 there are unknown geomechanical barriers or  
17 hydrocarbon barriers to flow separating the basal  
18 Third Bone Spring sand from the upper Wolfcamp.

19 Now, those two zones are both  
20 hydrocarbon-rich zones, and they're targets in  
21 different Division-designated pools. One's in the  
22 Bone Spring pool, and the other is in the Wolfcamp  
23 pool.

24 The fact that there's not a barrier  
25 between them, however, is not unique. As you'll hear

1 from Permian's witnesses, it's a relatively common  
2 occurrence. The catch is that there's an ownership  
3 difference between the pools.

4 The owners and the ownership  
5 percentages for each of the contested spacing units in  
6 all of these cases are not the same between the two  
7 pools. Some owners own a greater share in the Bone  
8 Spring. Some own a greater share in the Wolfcamp.  
9 And two owners don't own an interest at all in the  
10 Bone Spring; they only own in the Wolfcamp.

11 But even the difference in ownership  
12 here between the two zones is not unique. It's a  
13 relatively -- again, relatively common occurrence for  
14 there to be variation in the ownership between  
15 formations or pools or even, in some circumstances, in  
16 the middle of a Division-designated pool.

17 At most, these ownership differences  
18 represent a hiccup when forced-pooling is required.  
19 It can be complicated when ownership breaks occur  
20 right in the middle of a pool, but that's something we  
21 deal with every day or every week at hearings. It's  
22 not uncommon. Or even -- in some circumstances;  
23 right -- you know, as I said, in the middle of a pool.

24 Now, you know, it's not generally a big  
25 issue. Now, the only time it can be an issue -- as it

1 is here -- is when, you know, the target intervals  
2 that we've identified -- that both parties -- well,  
3 Permian has identified and, at least as to one of the  
4 targets, Cimarex has identified -- are right at the  
5 pool boundary along an ownership break as we have here  
6 between the Bone Spring and the Wolfcamp.

7 But that still is not an intractable  
8 challenge. As you will hear, Cimarex and supporters  
9 generally own a greater share of interest in the Bone  
10 Spring. Their preference is to drill the Bone Spring  
11 only and not drill the Wolfcamp.

12 Their position is that the Wolfcamp is  
13 completely uneconomic in this acreage and that it  
14 would be a waste to drill it. Their view is that the  
15 Bone Spring can better drain and produce than  
16 Wolfcamp.

17 Cimarex goes as far as to say that the  
18 Division should place a buffer, a barrier, in the  
19 upper Wolfcamp to keep it from being developed at all.  
20 They want to do that, they say, to protect the  
21 correlative rights; and who they're protecting is the  
22 Bone Spring owners.

23 But the problem here is that Cimarex is  
24 proposing to drill and produce only from the Bone  
25 Spring. And they would wall off the Wolfcamp owners

1 for the benefit of the Bone Spring owners.

2 That proposal would severely and  
3 irreparably harm all of the Wolfcamp owners. All of  
4 them. They would no longer have an opportunity to  
5 produce their minerals.

6 That's what's unique in this case, is  
7 that Cimarex is essentially disregarding the  
8 correlative rights of the owners in the Wolfcamp.

9 What they're proposing here to get  
10 around that problem are two options; okay? But  
11 besides being impracticable, those two options also  
12 conflict directly with the express provisions of the  
13 Oil and Gas Act.

14 Now, those are legal issues for another  
15 time. I'm not going to get into them. But while  
16 Cimarex is proposing to drill only the Bone Spring;  
17 Permian, on the other hand, wants to drill and produce  
18 from both the Bone Spring and the upper Wolfcamp.

19 As you'll hear, the testimony and the  
20 evidence demonstrates that that -- those two zones are  
21 really independent, separate targets and justify  
22 co-development. And from Permian's point of view, I  
23 think you'll hear -- as you'll hear, that both those  
24 targets need to be developed together at the same  
25 time.

1           Not only is this the most practicable  
2 way to protect the correlative rights of owners on  
3 both sides of the pool boundary; but developing these  
4 targets is the only way, we submit, to efficiently and  
5 effectively produce both zones.

6           So as you heard in Cimarex's attacking  
7 Permian's approach as being too expensive, but  
8 Permian's more robust plan is intended to provide  
9 flexibility and was proposed to counter Cimarex's  
10 initial earlier proposal, which we view as more of a  
11 cookie-cutter approach that doesn't specifically  
12 target or identify or respond to the specific  
13 unique -- the different geology in this area relative  
14 to other areas and offsetting tracts.

15           In sum, Cimarex is proposing only the  
16 Bone Spring and prevent Wolfcamp owners from producing  
17 their own minerals in the Wolfcamp. And we think  
18 that's not the correct way to develop this acreage.

19           There's no factual or legal basis for  
20 the Division to endorse or adopt Cimarex's proposal  
21 here. Permian's plan is more reasonable, more  
22 practical, more efficient and effective, and will  
23 protect all the owners' interests.

24           And so we appreciate approval of our  
25 applications over Cimarex's. Thank you.

1 MS. ORTH: Thank you, Mr. Rankin.

2 Let's see. Mr. Savage, would you like  
3 to call your first witness, then?

4 MR. SAVAGE: I would. Thank you, Madam  
5 Examiner. I'll call Mr. John Coffman, who is the  
6 landman for Cimarex Energy Company.

7 MS. ORTH: Good morning. Or -- yeah.  
8 Good morning, Mr. Coffman.

9 MR. COFFMAN: Good morning.

10 MS. ORTH: If you would please raise  
11 your right hand. Do you swear or affirm to tell the  
12 truth?

13 MR. COFFMAN: Yes. I do.

14 MS. ORTH: Thank you. And if you would  
15 spell your name for the transcript?

16 MR. COFFMAN: J-O-H-N C-O-F-F-M-A-N.

17 MS. ORTH: Thank you very much.

18 Go ahead, Mr. Savage.

19 MR. SAVAGE: Okay. Thank you.

20 Mr. Coffman, can you state your full  
21 name for the record?

22 MR. COFFMAN: Yeah. John Coffman.

23 MR. SAVAGE: And you are expert witness  
24 in professional land matters who has testified before  
25 the division; correct?

1 MR. COFFMAN: I have.

2 MR. SAVAGE: And you have made the  
3 effort to present Cimarex's 16 cases in digestible  
4 packets for the hearing examiners; correct?

5 MR. COFFMAN: Yes, I have.

6 MR. SAVAGE: And you have written  
7 testimony in each of Cimarex's hearing packets -- and  
8 those are one through four -- that varies to some  
9 degree; correct?

10 MR. COFFMAN: Yes.

11 MR. SAVAGE: And Hearing Packet 1  
12 covers cases 23448 through 2341 for the Mighty  
13 Pheasant cases in the Bone Spring formation in which  
14 your written testimony is provided in Exhibit A  
15 followed by sub-exhibits A1 through A10; correct?

16 MR. COFFMAN: That's correct.

17 MR. SAVAGE: And Hearing Packet 2  
18 covers cases 23452 through 23455 for the Loosey Goosey  
19 cases in the Bone Spring formation in which your  
20 written testimony is provided in Exhibits A followed  
21 by sub-exhibits A1 through A8; is that correct?

22 MR. COFFMAN: That's correct.

23 MR. SAVAGE: And Hearing Packet 3  
24 covers cases 2352 through 2355 and 2352 through -- and  
25 23594 through 23601 in relation to those cases

1 describing Cimarex's option one in which your written  
2 testimony is provided in Exhibit A followed by  
3 sub-exhibit A1; correct?

4 MR. COFFMAN: That's correct.

5 MR. SAVAGE: And finally -- and I  
6 apologize for going through this, but there is a lot  
7 of information and we need to get it into the record.

8 Hearing Packet 4 covers Cases 23594  
9 through 23601 for the Wolfcamp describing Cimarex's  
10 option two in which your written testimony is provided  
11 in Exhibit A followed by sub-exhibits A1 through A7;  
12 is that correct?

13 MR. COFFMAN: Yes.

14 MR. SAVAGE: Mr. Coffman, do you  
15 testify that these -- that your exhibits are accurate  
16 and correct to the best of your knowledge?

17 MR. COFFMAN: Yes.

18 MR. SAVAGE: Madam Hearing Examiner, I  
19 ask that Exhibits -- that Land Exhibits As, all  
20 sub-exhibits A1 through A10 as applicable in each  
21 Hearing Packet 1 through 4 in Cases 23448 through  
22 23451 and 23594 through 23597 and 23452 through 23455  
23 and finally 23598 through 23601 be admitted into the  
24 record.

25 MS. ORTH: Mr. Rankin, any objection?

1 MR. RANKIN: No objection.

2 MS. ORTH: Okay.

3 Then, let me just ask if there's any  
4 objection from anyone else who entered an appearance?  
5 No? All right. They're admitted.

6 Thank you, Mr. Savage.

7 MR. SAVAGE: Thank you.

8 And thank you for your patience for all  
9 of that. Mr. Coffman, have you reviewed Permian  
10 Resource's land testimony and exhibits? Those of Mr.  
11 Macha [ph] and any other of their exhibits that relate  
12 to land matters?

13 MR. COFFMAN: Yes, I have.

14 MR. SAVAGE: And Mr. Coffman, I know  
15 that just a few minutes Mr. Rankin said that he would  
16 not get into the legal matters of this case.

17 But that seems to be central to this  
18 based on Mr. Mancha's [ph] testimony; do you agree?

19 MR. COFFMAN: Yeah. I agree.

20 MR. SAVAGE: And it looks like Mr.  
21 Mancha [ph] seems to think, as he testifies in his  
22 Paragraph 5, that Cimarex's plan -- option two as well  
23 as option one --

24 MR. RANKIN: Examiner, I object to the  
25 form of the question. Mr. Darin seems to be leading

1 the witness. And I guess I would ask that he just ask  
2 open-ended questions for his witness to testify.

3 MS. ORTH: Yeah. Please, Mr. Savage.

4 MR. SAVAGE: Thank you. I will do  
5 that. I was just trying to get everything in as  
6 context.

7 But Mr. Coffman, looking at Mr. Macha's  
8 [ph] Paragraph 5 in this testimony, regarding his  
9 claim -- do you have an opinion on his claim that  
10 Cimarex does not meet statutory mandate?

11 MR. COFFMAN: Well, I'm not an  
12 attorney. But in my opinion, I think that that is an  
13 issue that needs to be addressed by the Division,  
14 maybe with additional pleadings by either you or  
15 additional counsel on that statutory mandate that he's  
16 referencing.

17 MR. SAVAGE: And he seems to argue that  
18 we do not satisfy the allocation statute.

19 Does Cimarex have a formula in place  
20 for its Third Bone Spring well to satisfy the  
21 allocation formula --

22 MR. COFFMAN: Yeah.

23 MR. SAVAGE: -- apply to the statute?

24 MR. COFFMAN: Yeah. We do. It's in  
25 our option two.

1 MR. SAVAGE: Okay. And if Cimarex were  
2 asked and needed to provide it, we could provide that  
3 to the Division for their review; is that correct?

4 MR. COFFMAN: That's correct.

5 MR. SAVAGE: Mr. Macha [ph] goes on.  
6 It looks like that he seems to think that -- in  
7 Paragraph 6 of Mr. Macha's [ph] testimony, it looks  
8 like he contrasts Permian Resource's plan across ten  
9 sections and talks about the extensive position of  
10 Read & Stevens.

11 Can you -- do you have an opinion? Do  
12 you agree with those claims that he makes?

13 MR. COFFMAN: Yeah. I think -- I think  
14 Travis is referencing Permian's acreage to the south.  
15 But I don't know if that encompasses our leasehold  
16 that is to the north, which covers around 20 sections.  
17 And that's in 19 South 34 East and 19 South 33 East.

18 I would say that, you know,  
19 there's -- their acreage is, like I said, towards the  
20 south and ours to the north. So...

21 MR. SAVAGE: And he seems to suggest  
22 that Permian Resources has been more active and has  
23 more -- a bit more active in the area of interest; do  
24 you agree with that?

25 MR. COFFMAN: I -- no, not necessarily.

1 I think there's a lot of communications that happen  
2 behind the scenes regardless of, you know, wells being  
3 drilled.

4 I know for a fact I've been working on  
5 trying to get a federal unit put together up in 19-34.  
6 And those conversations are through email and not  
7 necessarily public record.

8 So you know, the amount of work that  
9 goes into filing and getting a federal unit set up --  
10 especially with acres that has federal units already  
11 on it -- takes a lot of work and a lot of, you know --  
12 I hate to use the phrase "stacking hands," but a lot  
13 of stacking hands.

14 MR. SAVAGE: So it's true that you have  
15 been active in this area. Can you describe the extent  
16 of your activity?

17 MR. COFFMAN: Yeah. I think we're  
18 trying to, like I said, set up a federal unit on 12  
19 sections, 14 sections, for full-field development  
20 directly to the north of this area.

21 You know, these things take time,  
22 especially from a federal-unit standpoint. So we've  
23 been, you know, reaching out to other working interest  
24 owners in this area.

25 Not everything is, you know, fifty-

1 fifty, everybody on at a hundred percent in the  
2 section anymore, so -- especially up in this area. So  
3 it's pretty -- it's pretty hairy.

4 MR. SAVAGE: And you have been -- how  
5 have you been working with the other major players?  
6 Have you been working well with them?

7 MR. COFFMAN: Yeah. I think there's a  
8 lot of smaller individual owners; you know,  
9 medium-sized companies; and the larger companies that  
10 we've been working with that are pretty open to  
11 negotiations and moving forward with a reasonable plan  
12 of development.

13 I think trying to work with Read &  
14 Stevens has been the hardest in this area, you know,  
15 in the last years that I've been working on this. So  
16 it's -- I would say that Read & Stevens was extremely  
17 difficult to work with.

18 But I'd say Permian Resources has been  
19 much more responsive, but nothing has come out of the  
20 meetings that we've had on a -- you know, a trade  
21 situation or anything like that.

22 So we -- I'd say that for these four  
23 sections, we've tried to operate within, you know, a  
24 proven operator -- how a proven operator would. I  
25 think it's just been a difficult road to -- trying to

1 get something resolved and get this acreage drilled.

2 MR. SAVAGE: It looks like in some of  
3 Permian Resources' exhibits that they give a history  
4 of Read & Stevens prior to Permian Resources being  
5 involved.

6 How has that history been with Cimarex?  
7 Has there been obstacles? Or has it been smooth?

8 MR. COFFMAN: No. There's -- there was  
9 a highly contentious operatorship battle that went  
10 over on the majority of these plans covered the south  
11 half of Sections 4 and 5 and all of Sections 8 and 9.  
12 They're under a 1979 operating agreement.

13 We went to court on that with Read &  
14 Stevens, and the court said that there was a lack of  
15 operatorship vote. So we had sent out our elections  
16 for operatorship to the parties under that operating  
17 agreement.

18 And we received the majority of  
19 support. And we sent a letter to Read & Stevens  
20 showing that, and they ignored it and refuted it.

21 And then, I think a couple years ago,  
22 they had apartments that were about to expire. So  
23 they -- without proposing wells to anyone under that  
24 operating agreement -- spud and set surface casing on  
25 three wells in Section 9.

1           So that's also an obstacle we've been  
2     trying to deal with, is how do we develop when -- how  
3     do we develop as a prudent operator within an area  
4     where people are spudding wells out of one mile in the  
5     middle of the section?

6           MR. SAVAGE:   Okay.   And one of the  
7     seven factors that the Division considers in their  
8     evaluation of competing applications is good faith  
9     negotiations.   Do you think that this plays -- these  
10    interactions with Read & Stevens plays a role in that  
11    evaluation?

12          MR. COFFMAN:   Yes, sir.

13          MR. SAVAGE:   Okay.   Could you elaborate  
14    on that a little bit?

15          MR. COFFMAN:   Yeah.   I think -- like I  
16    said, I think the original Read & Stevens discussions  
17    we've had with them -- I mean, we tried to get in  
18    front of them and, you know, offered to go to New  
19    Mexico to Roswell to meet with them.

20                 And then, you know -- oh, they were in  
21    Fort Worth that weekend or that week.   So we offered  
22    to go to Fort Worth; and it -- you know, the plans  
23    just never matched up.

24                 And it was just tough to get ahold of  
25    or at least, you know, in some sort of discussion with

1       them, you know, on getting this acreage developed.

2                       But I would say, Permian, they are much  
3 more responsive. You know, I've talked with Travis.  
4 I think we've had -- shoot -- four, five meetings; you  
5 know, discussions about, you know, just how do we move  
6 forward.

7                       I don't think, from the Permian side,  
8 that it's been nearly as contentious. But we just  
9 haven't been able to come to a, you know, trade or  
10 deal. And that's -- virtual connectivity error --  
11 from our side.

12                      MR. SAVAGE: Okay. And in Mr. Macha's  
13 [ph] Exhibit C5 and testimony, he seems to claim that  
14 there is acreage that supports Permian Resources'  
15 development plan. But I don't see any acreage  
16 percentages listed; do you?

17                      MR. COFFMAN: No. Not in C5. No.

18                      MR. SAVAGE: Okay. And I guess part of  
19 that larger package of 44 pages -- plus pages, there  
20 may be some exhibits in there that address.

21                      But can you talk about the kind of  
22 working interest support? In rebutting Mr. Macha's  
23 [ph] claims, can you describe the kind of working  
24 interest support that Cimarex has garnered?

25                      MR. COFFMAN: Yeah. I would say for

1 each proration unit in the Loosey Goosey and Mighty  
2 Pheasant developments and for both Bone Spring and  
3 Wolfcamp, we have the majority of support from owners  
4 that own in the Bone Spring and own in the Wolfcamp in  
5 all except for the west-half west-half of Sections 5  
6 and 8 in the Wolfcamp.

7 I think that is mainly in pause due to  
8 Read & Steven's entities owning almost 50 percent in  
9 that Wolfcamp west-half west-half proration unit. But  
10 I mean even in the Wolfcamp developments and the Bone  
11 Spring developments, for every proration unit, we have  
12 the majority support from all working interest owners  
13 there.

14 MR. SAVAGE: Okay. And in rebutting  
15 Mr. Macha [ph], do we have exhibits and tables that  
16 the examiners can look at that show that majority?

17 MR. COFFMAN: Yes. Yes, we do.

18 MR. SAVAGE: On the Hearing Packet  
19 1 -- and this is page 175 -- I'm looking at Exhibit  
20 A9. Is this an example of an exhibit that  
21 demonstrates this? What you just described?

22 MR. COFFMAN: Yes. That's correct.  
23 And I would say that even with regard to the addition  
24 of Challenger's letter and Matador and Foran being  
25 neutral, we still have the majority interest of

1 support in both the Bone Spring and the Wolfcamp  
2 except for that west-half west-half proration unit in  
3 the Wolfcamp.

4 MR. SAVAGE: Okay. And those items you  
5 just described are part of that last-minute exhibits  
6 that we will look at, hopefully, tomorrow in more  
7 detail.

8 But as you're saying -- as I  
9 understand, even with those adjustments, you still  
10 have majority support?

11 MR. COFFMAN: Yes. That's correct.

12 MR. SAVAGE: Can you look at Exhibit A9  
13 and describe how the exhibit table shows this in terms  
14 of just, you know, a general description of how it's  
15 labeled?

16 MR. COFFMAN: Yeah. So we're  
17 using -- this is coming from our ownership report, our  
18 title opinion that we had rendered in June of 2023.  
19 So these are using those numbers.

20 I know the Permian numbers are  
21 different compared to ours. But we do, later on, use  
22 Permian's numbers and still show that we are the  
23 majority. We have the support of the majority in  
24 there.

25 So in blue is PR support or PR-owned,

1 and that shows Permian Resources in the west-half  
2 west-half Sections 5 and 8. And then yellow is  
3 Coterra support or Coterra-owned. And then white is  
4 neutral; so those -- they are not being credited  
5 towards anyone on Exhibit A9.

6 MR. SAVAGE: Okay. And this  
7 exhibit -- there's exhibits like this in each of the  
8 hearing packets for the different cases; is that  
9 correct?

10 MR. COFFMAN: That's correct.

11 MR. SAVAGE: So Hearing Packet 2 would  
12 address the Loosey Goosey and it would have a table  
13 like this; and then Hearing Packet 4, which addresses  
14 the pooling of the Wolfcamp, would have a table like  
15 this for the Wolfcamp as well; correct?

16 MR. COFFMAN: That's correct.

17 MR. SAVAGE: Okay. So these are all  
18 readily available to the examiners to be used?

19 MR. COFFMAN: Yes, sir.

20 MR. SAVAGE: Okay. I'm looking at  
21 Exhibit A10. This is in regards to Mr. Macha's [ph]  
22 claim that they have the superior development plan.

23 What exactly is this exhibit  
24 describing?

25 MR. COFFMAN: This shows the comparison

1 between total Permian Resources development cost,  
2 their net cost per working interest owner; and then  
3 our development cost and the net cost per working  
4 interest owner; and then the difference between  
5 developments which comes out to be \$256 million and  
6 some change.

7 And I would just like to point out  
8 that -- aside from Northern, Matador, Cimarex, and  
9 Permian Resources -- a lot of these folks are small.  
10 You know, they're small companies that are not used to  
11 operating within the hundreds of millions of dollars.

12 So I know, like, the Hudson group which  
13 would be Javelina partners and Zoro partners. I'm not  
14 speaking on their financial basis, but I would find it  
15 hard for them to probably, you know, come up with \$30  
16 million for a, you know, Permian Resources  
17 development. That'd be difficult.

18 MR. SAVAGE: And what would that have  
19 to come up with for Cimarex?

20 MR. COFFMAN: Half. Half of that.

21 MR. SAVAGE: Okay. And Mr. Macha [ph],  
22 in Paragraph 5 of his testimony, he makes claims that  
23 correlative rights would be undermined if Cimarex's  
24 plans were adopted even though, it looks like, it's  
25 half the cost.

1           Can you explain? Talk a little bit  
2 about -- it seems like correlative rights are a major  
3 here. Can you talk a little bit about how Cimarex  
4 would uphold correlative rights?

5           MR. COFFMAN: Yeah. I think just by  
6 having the support of owners that are in the Wolfcamp  
7 and the Bone Spring shows that our development is, you  
8 know, more appealing to protecting their correlative  
9 rights across both formations. I think that shows  
10 that pretty clearly.

11           Another thing to note would be -- I  
12 know it'll come up, so -- CLM Production and Warren &  
13 Associates. You know, they own in that west-half  
14 west-half of Sections 5 and 8 in the Wolfcamp.

15           We offered -- at our detriment,  
16 Coterra's detriment -- to assign them a like-for-like  
17 interest in the Third Bone Spring so that they would  
18 have, you know, an opportunity to share across  
19 formations at -- each would be a half-a-percent  
20 working interest in there. And they refused.

21           We were not looking for a change of  
22 support. We knew that they were going to support  
23 Permian on their development regardless, but that was  
24 something we did, you know, to make it like-for-like  
25 across third Bone and the Wolfcamp.

1 MR. SAVAGE: Well, I'm looking at these  
2 numbers and it looks to me like the owners would  
3 benefit. Even if they were just paid on the Bone  
4 Spring, they would benefit far more under Cimarex's  
5 plan than Permian Resources' --

6 MR. RANKIN: Madam Officer, you know,  
7 I'm trying to just object and ask Mr. Coffman --

8 MR. SAVAGE: I'll rephrase. I'll  
9 rephrase the question.

10 MR. RANKIN: Thank you.

11 MR. SAVAGE: Looking at this exhibit,  
12 do you think that the owners would benefit more under  
13 Cimarex's plan or Permian Resources' plan? And why?

14 MR. COFFMAN: Yes, I do. And I think  
15 Eddie has a good amount of slides in his exhibits that  
16 show the nitty-gritty numbers of that.

17 But just on a layman landman basis, you  
18 know, if you were to stand to make X amount of money  
19 regardless and you could pay \$283 million for it or  
20 \$539 million for it, I think most people would choose  
21 the lower cost for the same outcome.

22 MR. SAVAGE: And when you refer to  
23 Eddie, who are you referring to?

24 MR. COFFMAN: Eddie Behm, our reservoir  
25 engineer.

1 MR. SAVAGE: Mr. Coffman, I thank you  
2 for your time. That's all the questions I have at  
3 this point.

4 MR. COFFMAN: Thank you.

5 MS. ORTH: Thank you, Mr. Savage.

6 Mr. Rankin, do you have questions of  
7 Mr. Coffman based on his testimony?

8 MR. RANKIN: Thank you, Madam Hearing  
9 Officer. I do.

10 I guess one thing I just want to bring  
11 up is a housekeeping matter. I understood the  
12 questions directed to Mr. Coffman were in the nature  
13 of rebuttal; and so I understand that, as far as  
14 Cimarex's rebuttal, that that would have been  
15 incorporated in Mr. Coffman's testimony.

16 MS. ORTH: Right. So I think you can  
17 question him about anything he just said --

18 MR. RANKIN: Yeah. I --

19 MS. ORTH: -- and anything that was  
20 filed in his self-affirmed statement.

21 MR. RANKIN: Yeah. Understood. I  
22 appreciate that. I just wanted to make sure. I  
23 wanted to make sure I understood that Cimarex is  
24 putting on its rebuttal case today, and I'll be  
25 crossing on both direct and their rebuttal.

1 MS. ORTH: Mr. Savage, any  
2 clarification there?

3 MR. SAVAGE: If Mr. Rankin could repeat  
4 that, I'd appreciate that.

5 MR. RANKIN: I just -- I was a little  
6 confused by Mr. Zimsky's request. But I guess, based  
7 on your presentation with Mr. Coffman, I understand  
8 that Cimarex is going to proceed to present its  
9 witnesses on the direct testimony and as a rebuttal to  
10 Permian's direct testimony today.

11 MR. SAVAGE: Well, Mr. Zimsky --

12 MS. ORTH: So Mr. Zimsky, I did hear  
13 Mr. Savage lead Mr. Coffman through a number of  
14 rebuttals to Mr. Macha's [ph] self-affirmed statement  
15 in particular.

16 MR. ZIMSKY: Yes. So I think -- my  
17 impression was that was the agreement that we had with  
18 Mr. Rankin to speed things along; that we would get  
19 through our witnesses, and they would testify on  
20 direct to rebut the package of exhibits and testimony  
21 that were submitted, I think, on July 14th by Permian  
22 but not the rebuttal exhibits that were filed last  
23 night.

24 MS. ORTH: All right. Are we on the  
25 same page, Mr. Rankin?

1 MR. RANKIN: I think so. I think so.  
2 I mean, I'll reserve my response, I guess, you know,  
3 about their ability to file additional exhibits or  
4 have additional testimony on our rebuttal.

5 But I just wanted to make sure I  
6 understood that they're putting forth their rebuttal  
7 towards our direct testimony today, as well. That's  
8 all. I appreciate the clarification.

9 MR. ZIMSKY: Yes. That's correct.

10 MS. ORTH: Thank you.

11 MR. RANKIN: Yeah. Thank you, Madam  
12 Hearing Officer.

13 Good morning, Mr. Coffman.

14 MR. COFFMAN: Good morning.

15 MR. SAVAGE: So I'm going to do my best  
16 to keep myself organized here. I'm going to try to  
17 focus on one of the exhibit packets. I know that your  
18 testimony is generally the same, but there is some  
19 variation. And I think, as I understand, really the  
20 only testimony that carries between the exhibit packets  
21 is yours; is that correct?

22 MR. COFFMAN: I'd have to -- I'll take  
23 your word for it. There's a lot of hearing packets.

24 MR. RANKIN: there are a lot of hearing  
25 packets. Okay. Well, we'll figure that out, I guess,

1 as we go forward.

2 Now I'm going to start off with the  
3 first hearing packet, Hearing Packet number 1; which,  
4 as I understand, addresses the Mighty Pheasant Bone  
5 Spring cases; is that correct?

6 MR. COFFMAN: That's correct.

7 MR. RANKIN: Okay. And I'm going to  
8 ask -- I'm going to direct your attention first to  
9 Paragraph 29 of your statement.

10 MR. COFFMAN: Okay.

11 MR. RANKIN: And this goes to the  
12 discussion around the relationship between Read &  
13 Stevens and Cimarex. And you discussed this to some  
14 extent in your rebuttal, in your dialogue with Mr.  
15 Savage.

16 And I understood you to essentially  
17 distinguish between the time in which -- the time  
18 before Read & Stevens acquired -- sorry -- the time  
19 before Permian Resources acquired Read & Stevens's  
20 interests as to the status of your relationship or  
21 ability to communicate with Read & Stevens.

22 In other words: prior to Permian  
23 Resources acquiring Read & Stevens's interests, that  
24 relationship was difficult; is that fair to say?

25 MR. COFFMAN: Yes. I'd agree with

1 that.

2 MR. RANKIN: But after Permian  
3 Resources acquired it, it was a cordial relationship.  
4 And you were able to have good communications, but you  
5 just weren't able to reach agreement; is that fair to  
6 say?

7 MR. COFFMAN: Yeah. I agree with that.

8 MR. RANKIN: So the issue that you're  
9 raising about whether or not -- whether, you know,  
10 Read & Stevens's behavior towards Cimarex should  
11 implicate good faith negotiations was all behavior  
12 that occurred prior to Permian Resources' acquisition  
13 of Read & Stevens; is that correct?

14 MR. COFFMAN: That's correct.

15 MR. RANKIN: And in fact, the specific  
16 issues that you raised -- that you suggested  
17 reflected, you know, negatively on good faith  
18 efforts -- involved activities outside of the four  
19 sections at issue in these cases; correct?

20 MR. COFFMAN: Outside of the four  
21 sections?

22 MR. RANKIN: Is that true or not?

23 MR. COFFMAN: Could you repeat it one  
24 more time for me?

25 MR. RANKIN: Yeah. Did the activity

1 that involved Read & Stevens, were they outside of the  
2 four sections at issue in these cases? Or were they  
3 involving some of the acreage here?

4 MR. COFFMAN: It was solely this  
5 acreage here.

6 MR. RANKIN: Now -- okay. Now, I'm on  
7 that paragraph that I directed your attention to,  
8 Paragraph 29 in your statement. This is where, I  
9 believe, you start referencing that 1979 operating  
10 agreement.

11 That 1979 operating agreement covers,  
12 as I understand, the south half of Sections 4 and 5  
13 and all of Sections 8 and 9; correct?

14 MR. COFFMAN: That's correct.

15 MR. RANKIN: And I'm just going to  
16 refer to it as you do here, which is -- I'm just going  
17 to call it the "1979 OA"; okay?

18 Now that includes essentially  
19 everything at issue in these contested cases except  
20 for the north half of Sections 4 and 5; correct?

21 MR. COFFMAN: That's correct.

22 MR. RANKIN: Now Cimarex has contended  
23 that it's the operator under that OA; right?

24 MR. COFFMAN: Yes.

25 MR. RANKIN: But it doesn't include all

1 the acres at issue in these contested cases?

2 MR. COFFMAN: That's correct.

3 MR. RANKIN: And as a consequence, you  
4 have provided in your exhibit packet a copy of -- for  
5 both sets of cases, the Mighty Pheasant and the Loosey  
6 Goosey -- the front pages of a proposed joint  
7 operating agreement that would cover this acreage  
8 entirely; correct?

9 MR. COFFMAN: That's correct.

10 MR. RANKIN: And just so I'm clear, the  
11 reason that you've done so and the reason you proposed  
12 a JOA that would cover all the acreage is because that  
13 1979 operating agreement addresses only the  
14 development of that contract area, being the south  
15 half of Sections 4 and 5 and all of Sections 8 and 9,  
16 but excludes the north half of Sections 4 and 5;  
17 correct?

18 MR. COFFMAN: That's correct.

19 MR. RANKIN: So there's currently no  
20 agreement among all the working interest owners to  
21 combine their interests in Sections 4 and 9 for the  
22 Loosey Goosey or Sections 5 and 8 for the Mighty  
23 Pheasant; correct?

24 MR. COFFMAN: I would say that the 1979  
25 OA is still in effect. So for the north half of 4 and

1 5, I would agree that there is not an operating  
2 agreement that covers 4 and 9 and 5 and 8.

3 MR. RANKIN: But Mr. Coffman, you  
4 didn't just propose an operating agreement that only  
5 covers the north half of those tracts.

6 You proposed an operating agreement  
7 that's going to supersede and cover the entire  
8 acreage; correct?

9 MR. COFFMAN: That's correct.

10 MR. RANKIN: And the reason you're  
11 doing that is because your operators don't currently  
12 have an agreement in place to combine their interests  
13 for the entire acreage; correct?

14 MR. COFFMAN: That's correct.

15 MR. RANKIN: And the only way to do  
16 that is to propose a new JOA that covers all the  
17 acreage; fair to say?

18 MR. COFFMAN: That's correct.

19 MR. RANKIN: Thank you. Now I'm going  
20 to come back to the JOA, but I just wanted to touch on  
21 that as a framework for our discussions.

22 Now in the original exhibits you filed  
23 when this case was originally going to go to hearing  
24 in July, at the end of each of the individual spacing  
25 unit working interest breakdowns for each case, you

1 prepared a complete list of the parties that were  
2 going to be pooled; do you recall that?

3 MR. COFFMAN: Yes.

4 MR. RANKIN: And it appeared to me that  
5 that list was actually all the working interests in  
6 each spacing unit; is that correct?

7 MR. COFFMAN: That's correct.

8 MR. RANKIN: And I take it that, upon  
9 reflection and reviewing your updated exhibits, you  
10 intended only to identify in that summary list the  
11 parties who you're seeking to pool which is only those  
12 who remain uncommitted; correct?

13 MR. COFFMAN: Yes. That is correct.

14 MR. RANKIN: Okay. So you made that  
15 adjustment in the updated exhibits?

16 MR. COFFMAN: Yes. That is correct.

17 MR. RANKIN: Okay. Now so I kind of  
18 want to walk through that with you on the updated  
19 exhibits, because you've identified as being committed  
20 to Permian -- I mean, rather, Cimarex's proposal.

21 And I'm going to start -- I guess it's  
22 at Exhibit A-2.1 in your Hearing Packet number 1.  
23 That first page is a copy of -- let's see; I'm not  
24 sure if it makes sense -- I guess I could pull this up  
25 here. Let's see.

1 MR. COFFMAN: If you could give me a  
2 page number, that would be awesome.

3 MR. RANKIN: Well, unfortunately, your  
4 exhibit packets weren't paginated from the beginning.  
5 And so I guess I could do it on a PDF-page basis.

6 MR. COFFMAN: Yeah. That'd be great.

7 MR. RANKIN: Looks like it should be  
8 PDF page 65.

9 I will go ahead and, if it's okay,  
10 share my screen. Let me know when you can see my  
11 screen, Mr. Coffman.

12 MR. COFFMAN: Yep. I can see it.

13 MR. RANKIN: Great. Okay. So this is  
14 the first working interest ownership breakdown for the  
15 Mighty Pheasant cases, and it's east-half east half.

16 And on this land ownership plot, you've  
17 identified different tracts; and by color, identified  
18 the leases associated with each one.

19 And then on the subsequent pages,  
20 you've identified for each tract the ownership  
21 interests and the net acres associated with those  
22 owners; correct?

23 MR. COFFMAN: That's correct.

24 MR. RANKIN: And then on the far-right  
25 column, you've identified whether they've committed to

1 Cimarex's development plan or not; right?

2 MR. COFFMAN: Yes.

3 MR. RANKIN: Now when you say  
4 "committed" or "uncommitted", what do you mean by  
5 that? What does that mean?

6 MR. COFFMAN: So "committed" is they  
7 have either signed a letter of support for us; I have  
8 either had written or verbal communication with them;  
9 or they have signed our operating agreement.

10 MR. RANKIN: You've indicated here on  
11 your list that -- even though you don't have a JOA --  
12 but you either got an email or letter or you verbally  
13 got their confirmation that they're going to join your  
14 JOA, you've marked them as committed?

15 MR. COFFMAN: That's correct.

16 MR. RANKIN: Now I'm going to scroll  
17 down through these, because I just have a couple  
18 questions. And I got a little confused when I was  
19 trying to go through all these to sort it all out.

20 And I know there's a lot here and  
21 there's a lot of owners. And it's -- you know, I  
22 don't -- you know, it's not easy to keep track of; and  
23 that was what I was trying to do, was keep track of  
24 it.

25 So especially with respect to the

1 ownership support that you reflect, I just want to  
2 make sure I got this straight.

3 So I'm looking at this page here. I  
4 scrolled down. You noted yourself in your rebuttal  
5 testimony -- I'm going to stop here at Challenger  
6 Crude.

7 If you would just clarify for the  
8 examiners, when you refer to Challenger Crude very  
9 lately, very recently changing its position -- if you  
10 would just explain for the examiners what occurred and  
11 what you understand Challenger Crude's position is at  
12 this point?

13 MR. COFFMAN: Yeah. And that'll be  
14 shown in the rebuttal tomorrow on those exhibits.

15 But Challenger sent that letter -- and  
16 I think everyone's seen it -- that says that they  
17 would join whoever prevails in this hearing.

18 But at the time when I had put them as  
19 "committed," they had signed up under our operating  
20 agreement.

21 MR. RANKIN: Right. And they actually  
22 indicate that in the letter: that they had signed the  
23 JOA, but given the nature of the contested case --  
24 correct me if I'm wrong, Mr. Coffman, as I  
25 paraphrase -- but they indicated that, for purposes of

1 this hearing, they're going to stay neutral; is that  
2 correct?

3 MR. COFFMAN: Yeah. That's correct.

4 MR. RANKIN: They're no longer  
5 supporting either party. They're going to be neutral.  
6 Okay.

7 So for every instance where we see  
8 Challenger Crude in each tract, that should be changed  
9 from committed to uncommitted; right?

10 MR. COFFMAN: That's correct.

11 MR. RANKIN: Okay. Now I just want to  
12 make sure I understood. And I scrolled through here.  
13 I wasn't quite sure what the status of this trustee --  
14 trust interest is.

15 You mark it as committed; did that  
16 interest sign a term assignment over to Cimarex?  
17 What's the status of that interest?

18 MR. COFFMAN: Yes. Yes, they did.  
19 They term-assigned us their interest.

20 MR. RANKIN: Thank you. I just wanted  
21 to make sure I understood that.

22 Now continuing to scroll through here,  
23 I note that you've indicated here that Chase has -- is  
24 a committed interest.

25 MR. COFFMAN: Yeah.

1 MR. RANKIN: And this is one where I'm  
2 a little confused. Because I think depending on what  
3 tract I look at or what exhibit I have, they're either  
4 committed or uncommitted.

5 So I guess my -- and as you probably  
6 have seen in our rebuttal exhibits, Chase has  
7 submitted a letter indicating that they have -- like  
8 Northern -- have concerns about the development of  
9 interests across Bone Springs and Wolfcamp.

10 And I guess I just want to make sure I  
11 understand that you've indicated here they're  
12 committed; but is it, in fact, the case that they  
13 remain uncommitted?

14 MR. COFFMAN: Yeah. We can -- we could  
15 change them to uncommitted.

16 MR. RANKIN: So in every instance where  
17 Chase shows up, it should be an uncommitted interest;  
18 right?

19 MR. COFFMAN: Yep. I agree with that.

20 MR. RANKIN: Okay. Now similarly, you  
21 know, I'll note on this same tract; okay? As I scroll  
22 down past Chase, I see the Mark's Oil interest here;  
23 okay?

24 And I know in your summary you've got  
25 them as uncommitted, and you've got them here as

1 uncommitted. But in certain instances, as I scroll  
2 through -- in particular, the very next tract -- I see  
3 that they're marked here as committed.

4 MR. COFFMAN: Yes.

5 MR. RANKIN: In the same spacing as --  
6 so again, I just want to make sure I understand that  
7 in every instance where we see Mark's, they should be  
8 actually noted as uncommitted?

9 MR. COFFMAN: Yeah. They're shown as a  
10 party to be pooled on the recapitulation down below,  
11 as well. So that's simply just a typo of Mark's Oil.

12 MR. RANKIN: And then, I also see that  
13 you've got Union Oil listed as committed. And I see  
14 that that's the case in certain of your exhibits, that  
15 you've got them listed as a committed interest; is  
16 that your understanding?

17 MR. COFFMAN: It was until the email  
18 that was submitted last night came about. But we can  
19 change them to uncommitted as well based on Robert's  
20 email.

21 MR. RANKIN: But you don't have a joint  
22 operating agreement signed with Union Oil at this  
23 point?

24 MR. RANKIN: No. That -- we listed  
25 them as committed just based on either verbal or email

1 or some understanding that they were going to be  
2 committed to your plan; right?

3 MR. COFFMAN: That's correct.

4 MR. RANKIN: So in every instance,  
5 then, where we see Union Oil and Gas, they should be  
6 switched from committed to uncommitted; correct?

7 MR. COFFMAN: That's correct.

8 MR. SAVAGE: Madam Hearing Examiner, I  
9 believe Mr. Coffman would stipulate and we would  
10 stipulate that any typo or variation based on an email  
11 or a confirmed letter would be adjusted.

12 I don't know if it's useful to go  
13 through every single one of these. Some are typos.  
14 Some are based on, like, rebuttal letters.

15 But can we stipulate that they would be  
16 adjusted accordingly when we get to the rebuttal part?

17 MR. RANKIN: Sure.

18 And Madam Hearing Officer, I just have  
19 a couple more to go through because there's a few that  
20 remain, you know, I'm -- concerns about title and some  
21 other parties who don't appear to be included here.

22 I just want to make sure I got -- I'm  
23 on the same page as Cimarex.

24 MS. ORTH: All right. Go ahead.

25 MR. RANKIN: Thank you.

1           Now Mr. Coffman, I think -- in order to  
2 save time, I think I heard you mention also during the  
3 rebuttal testimony that you understood Matador is  
4 indicated that its intent is to be neutral here in  
5 this case; is that right?

6           MR. COFFMAN: Yeah. Matador and Foran.

7           MR. RANKIN: Because in the interests  
8 ownership breakdown, you had identified that they were  
9 committed. But just to be clear, you understand at  
10 this point their intent is to be neutral?

11          MR. COFFMAN: Yes.

12          MR. RANKIN: Okay. And again, so every  
13 instance where they're identified would be an  
14 uncommitted interest?

15          MR. COFFMAN: Yes.

16          MR. RANKIN: Okay. And then, you  
17 mentioned Foran. Now of course, when I look at your  
18 working interest breakdown and I look at your exhibits  
19 in -- let me see what it is -- A9, I think it is.

20                 Yeah. A9. I don't see them, I don't  
21 think, on there. So I don't see Foran on there for  
22 either the Mighty Pheasant or the Loosey Goosey. And  
23 I don't think I saw them in the Wolfcamp, either.

24                 But on A10 where you've assessed the  
25 costs for full development under both Permian and

1 Cimarex's plans, I do see Foran listed. And I see you  
2 assigned them a cost of approximately \$5.6 million  
3 under your plan.

4 But I don't see them in any of the  
5 working interests breakdown so I don't know where they  
6 are in terms of working interest ownership; were they  
7 a party that you provided a law proposal to?

8 MR. COFFMAN: Yes. So under my Exhibit  
9 A9, they're actually shown fourth from the bottom  
10 owning in the east-half west-half of Section 5 and 8  
11 in the Mighty Pheasant Bone Spring proration unit, MRC  
12 Permian. Or are you specifically referencing Foran?

13 MR. RANKIN: I'm referencing Foran.

14 MR. COFFMAN: Okay. Yeah. So for my  
15 Exhibit A10, rather than argue -- have our title  
16 attorneys argue on who's correct and who's incorrect,  
17 I thought it'd be prudent to use y'all's interests  
18 that were provided in a comparison between net cost  
19 per working interest owner.

20 I think, you know, we have our title  
21 up-to-date from up to June 2023. I'm not -- I know --  
22 I think Travis's exhibit mentions that theirs is  
23 up-to-date from 2023, too. So that, I mean -- that's  
24 obviously something that we're going to have to get  
25 sorted out.

1                   But for the comparison of Permian  
2 Resources' development and Coterra's development, I  
3 used the interests that were provided by Permian just  
4 as a quick look for the differences in cost.

5                   MR. RANKIN: Right. So just so I  
6 understand: At this point in time, your title doesn't  
7 show Foran as owning in any of Cimarex's units; is  
8 that right?

9                   MR. COFFMAN: That's correct.

10                  MR. RANKIN: Okay. But you acquired a  
11 change-of-title opinion that covers all of Sections 4,  
12 5, 8, and 9 in these cases; correct?

13                  MR. COFFMAN: Yeah. That's correct.

14                  MR. RANKIN: And that was updated as of  
15 June 2023?

16                  MR. COFFMAN: That's correct.

17                  MR. RANKIN: Did that -- when you --  
18 now just to be clear -- and I don't think -- I don't  
19 know that I've got many questions on this, Mr.  
20 Coffman; but I just want to, you know, make sure I  
21 understand. Because I think if the examiners are  
22 looking at our ownership interests and breakdown, they  
23 may have questions about why there's not an  
24 alignment -- okay -- as we both have updated title.

25                               I understand, based on Mr. Savage's

1 initial objections to our exhibits, that Cimarex has  
2 prepared its ownership representations on a  
3 contractual interest basis; is that correct?

4 MR. COFFMAN: That's correct.

5 MR. RANKIN: And just so I'm clear when  
6 I say "contractual interest" and when you say  
7 "contractual interest", will you explain what you mean  
8 when you say that you prepared your ownership  
9 breakdowns on a contractual interest basis?

10 MR. COFFMAN: So we have to take into  
11 account the 1979 OA that we referenced that is still  
12 in effect. So when we supersede those, you still have  
13 to take the contractual interest of that '79 OA that  
14 covers the south half of Sections 4, 5, 8, and 9; and  
15 then take the leasehold ownership or whatever  
16 contractual interests are in the north half of 4 and 5  
17 and, you know, make those three twenties in a  
18 contractual basis. If that answers your question?

19 MR. RANKIN: I think for purposes of  
20 right now, it does. And I think essentially,  
21 then -- I think if I were to just follow-up on that.

22 Essentially, what you're saying is that  
23 the leasehold interests -- the pure, record title  
24 leasehold interest that each owner has in each space  
25 unit is being adjusted in accordance with their

1 contractual rights under that 1979 JOA that partially  
2 overlaps the proposed spacing acreage?

3 MR. COFFMAN: When you mean "record  
4 title", what do you mean by "record title"?

5 MR. RANKIN: Well, I mean if you're  
6 looking at a spacing unit, who is the owner of the  
7 mineral interests within the spacing unit?

8 I would say a leasehold owner in a  
9 spacing unit is a record title owner of that mineral  
10 interest.

11 MR. COFFMAN: Okay. Could you repeat  
12 your question? Sorry.

13 MR. RANKIN: It's okay. I guess my  
14 question is, then, just to confirm what you -- I  
15 understand -- had done; is that you have adjusted the  
16 record title leasehold interest ownership in each  
17 spacing unit to reflect their contractual interests,  
18 to the extent they have any, under that 1979 operating  
19 agreement?

20 MR. COFFMAN: Yeah. That's correct.

21 MR. RANKIN: Are there other JOAs that  
22 you're aware of in this acreage that partially  
23 overlap?

24 MR. COFFMAN: I think -- I believe  
25 there's some in the north half of 4.

1 MR. RANKIN: Do you include those  
2 contractual interests in your representation of the  
3 ownership in your ownership breakdown?

4 MR. COFFMAN: Yes.

5 MR. RANKIN: And do you agree that, as  
6 far as you can tell, that Permian did not include  
7 contractual interests in its ownership  
8 representations?

9 MR. COFFMAN: I think it would depend  
10 on which ownership representation. I think on -- I'd  
11 have to -- let me find it real quick.

12 I think he splits it out by contractual  
13 and by leasehold ownership.

14 MR. RANKIN: Okay. So in the -- okay.  
15 Good point. Thank you, Mr. Coffman.

16 So in the initial exhibit packet that  
17 Permian submitted or Read & Stevens submitted,  
18 those -- would you agree that those are all just  
19 record title ownership breakdowns not influenced by  
20 contractual interests?

21 MR. COFFMAN: Yeah. I'd agree with  
22 that.

23 MR. RANKIN: And you would agree that  
24 the ownership between the Bone Spring and the Wolfcamp  
25 in this acreage -- when I say "this acreage", I mean

1 those four sections -- is not uniform?

2 MR. COFFMAN: On a leasehold basis?

3 Based on what Permian --

4 MR. RANKIN: Let's do it two ways. So  
5 initially, would you agree that the ownership is not  
6 uniform on a leasehold basis between the Bone Spring  
7 and Wolfcamp?

8 MR. COFFMAN: I would agree with that.

9 MR. RANKIN: Would you agree that it's  
10 not uniform on a contractual basis between the Bone  
11 Spring and Wolfcamp?

12 MR. COFFMAN: I would say that the 1979  
13 OA covers from 5,000 feet to -- and below, which would  
14 encompass the Wolfcamp; and if you had contributed  
15 your leasehold interest to that operating agreement in  
16 1979, that your interest would be indeed uniform  
17 across the south half of 4, south half of 5, and all  
18 of 8 and 9 unless you did break the maintenance of  
19 uniform interest that exists in that operating  
20 agreement.

21 MR. RANKIN: And what I think I heard  
22 you say, Mr. Coffman, is that -- if I were looking at  
23 the spacing units which are oriented north-south,  
24 within a spacing unit basis would there be uniformity  
25 between the Bone Spring and Wolfcamp zones?

1 MR. COFFMAN: In ownership?

2 MR. RANKIN: Yep.

3 MR. COFFMAN: For three-fourths of the  
4 proration unit that we're proposing, yes.

5 MR. RANKIN: But there nevertheless  
6 would be an ownership break between the Bone Spring  
7 and Wolfcamp for all these spacing units whether  
8 you're looking at it on a leasehold basis or a  
9 contractual interest basis; correct?

10 MR. COFFMAN: Could you repeat that?

11 MR. RANKIN: So I guess my point is  
12 that you indicated that for three-quarters of the  
13 proration units, there's going to be uniformity  
14 between the Bone Spring and Wolfcamp.

15 What I'm saying is that on a  
16 spacing-unit-wide basis, whether it's leasehold --  
17 that you're looking at record title leasehold  
18 interests or contractual interests, there's going to  
19 be a break in ownership on a spacing unit basis in  
20 every one of these cases; correct?

21 MR. COFFMAN: I'd say it's more so for  
22 Sections 5 and 8 than it would be for 4 and 9. But  
23 yes.

24 MR. RANKIN: Thank you. And you agree  
25 that there are two owners in Wolfcamp who do not own

1 in the Bone Springs?

2 MR. COFFMAN: That's correct. They own  
3 in the west-half west half of Sections 5 and 8.

4 MR. RANKIN: Right. And that's CLM and  
5 Warren & Associates, who you mentioned; right?

6 MR. COFFMAN: Yes. That's correct.

7 MR. RANKIN: Now you did -- I may have  
8 asked this question. I apologize if I'm asking again.

9 But when you did your -- when you got  
10 your title opinion, it was for both the Bone Spring  
11 and Wolfcamp; correct?

12 MR. COFFMAN: No. We only got the Bone  
13 Spring.

14 MR. RANKIN: Okay. And so when I look  
15 at your Wolfcamp breakout, it actually follows  
16 Permian's ownership representation for the Wolfcamp;  
17 right?

18 MR. COFFMAN: Yeah. And that kind of  
19 goes back to the cost discrepancy. We -- you know, we  
20 used Permian's just for ease of comparison.

21 MR. RANKIN: Okay. But also, you  
22 didn't get your own title opinion; right?

23 MR. COFFMAN: We have title for the  
24 Wolfcamp, but it's not up-to-date to June 2023 like  
25 the Bone Spring is.

1 MR. RANKIN: Now talk about the law  
2 proposals. I think that's your Exhibit A3. Just  
3 going to get to that page. I'm going to stop sharing  
4 here for a moment. All right.

5 So your law proposals. These were sent  
6 out on August 25, 2022; correct?

7 MR. COFFMAN: That's correct.

8 MR. RANKIN: And that's the same date  
9 you sent out both Mighty Pheasant and Loosey Goosey;  
10 right? At the same time?

11 MR. COFFMAN: Yes, sir.

12 MR. RANKIN: Okay. And then for the  
13 subsequent pages, you've got your AFEs; right?

14 MR. COFFMAN: Yes, sir.

15 MR. RANKIN: And those were  
16 prepared -- if I look at them at the top corner, they  
17 were prepared on August 17, 2022?

18 MR. COFFMAN: Yes, sir.

19 MR. RANKIN: And the first one here I  
20 see is for the second Bone Spring sand; correct? I  
21 guess just to make it easy, I'll pull it up so we can  
22 just, you know --

23 MR. COFFMAN: Are you referencing the  
24 204 second sand well?

25 MR. RANKIN: Yes, I am. Thank you.

1 MR. COFFMAN: Okay. Yep.

2 MR. RANKIN: One moment. I'll make you  
3 all real dizzy as I get to that page.

4 Now, the cost there, you testified to  
5 in your statement; right? And you say that the costs  
6 are fair and reasonable and comparable to the costs of  
7 other wells completed in the same zones; correct?

8 MR. COFFMAN: Yes.

9 MR. RANKIN: And now your engineer  
10 witness uses an updated cost on his Exhibit D18; are  
11 you familiar with that?

12 MR. COFFMAN: I'll have to get to it to  
13 be able to tell you yes or no. Which hearing packet?  
14 Hearing Packet 1?

15 MR. RANKIN: Hearing Packet 1.

16 MR. COFFMAN: D18. Yes.

17 MR. RANKIN: So it looks like for the  
18 second Bone Spring sand, he uses an updated as of June  
19 current cost which is 9,651,993; right?

20 MR. COFFMAN: That's correct.

21 MR. RANKIN: And if I go back to the  
22 screen I'm sharing here, it's not much of a difference  
23 here for your second Bone Spring as you proposed it  
24 back in August; correct?

25 MR. COFFMAN: Correct. Two hundred

1 thousand's a lot for me. But in the grand scheme  
2 things, no.

3 MR. RANKIN: Yeah. You know, that's  
4 true. Me, too.

5 Okay. Now your next AFE is for the  
6 Third Bone Spring sand, and that's for the Mighty  
7 Pheasant Fed Com 301H Well; right? And that's a  
8 similar cost of 9 million -- I'm just going to say 9.4  
9 million; okay?

10 MR. COFFMAN: Yep.

11 MR. RANKIN: But on D18, your engineer  
12 has increased the cost to -- I'm just going to say --  
13 \$10.6 million; correct?

14 MR. COFFMAN: Yeah. That's correct.

15 MR. RANKIN: That's a little bit more  
16 of a jump. That's \$1.2 million for that well; right?

17 MR. COFFMAN: I would agree.

18 MR. RANKIN: Now that's about -- that's  
19 almost 13 percent more -- right -- than what your AFE  
20 has; correct?

21 MR. COFFMAN: Correct.

22 MR. RANKIN: Have you sent out updated  
23 AFEs to notify your owners that the costs have gone up  
24 based on updated assessments?

25 MR. COFFMAN: We would under the order.

1 MR. RANKIN: That time?

2 MR. COFFMAN: Yeah.

3 MR. RANKIN: Okay. Now are you  
4 familiar, Mr. Coffman, with the internal -- rather,  
5 the investor relations report that Cimarex issued this  
6 week?

7 MR. COFFMAN: I know it happened. But  
8 no, not familiar.

9 MR. RANKIN: So you're not aware that  
10 Cimarex identified that its average costs for well  
11 bores in Lea County are \$1400 a foot?

12 MR. COFFMAN: No. I'm not aware of  
13 that.

14 MR. RANKIN: And that would make a  
15 two-mile lateral a little under \$14 million on  
16 average?

17 MR. COFFMAN: I'll agree with the math  
18 and not 1400.

19 MR. RANKIN: I guess my question is,  
20 Mr. Coffman, we've got different representations of  
21 cost here going back to August 2022 that vary in range  
22 from \$9.4 million to \$10.6 million.

23 And then two days ago, Cimarex reports  
24 that the average cost in Lea County is actually closer  
25 to \$14 million.

1                   So I'm just kind of wondering if we  
2 know what the actual proposed estimated costs are for  
3 these wells?

4                   MR. COFFMAN: Yeah. We do. I think 14  
5 million is a little too high for actuals. I would  
6 like to push that question to Calvin or Eddie, to  
7 people that are more in-tune with the full facilities  
8 and, you know, all the costs for those. They could  
9 probably hammer away on, you know, the nitty-gritty of  
10 the AFEs.

11                   MR. RANKIN: Okay.

12                   MR. COFFMAN: And I think the cost per  
13 foot actually gets high due to one-mile developments,  
14 not necessarily two-mile developments.

15                   If you were to extrapolate it from  
16 one- to two-mile, I think that the cost per foot for a  
17 one-mile is obviously going to be higher than the cost  
18 per foot for a two-mile.

19                   But like I said, I think we should let  
20 Eddie and Calvin talk to the full scope of the AFEs.

21                   MR. RANKIN: Okay. Now Mr. Coffman,  
22 you testified -- I don't know what -- I think it was  
23 the 20th of July in a case against Pride; is that  
24 correct?

25                   MR. COFFMAN: Yeah. That's correct.

1 MR. RANKIN: And the wells in that case  
2 were also targeting the Third Bone Spring; is that  
3 right?

4 MR. COFFMAN: Yeah. First, Second, and  
5 Third.

6 MR. RANKIN: First, Second, and Third.  
7 And in that case, you testified about the average  
8 costs of wells that Cimarex was then drilling in that  
9 case; correct?

10 MR. COFFMAN: Correct.

11 MR. RANKIN: And weren't the costs for  
12 Third Bone Spring wells that you testified to as being  
13 fair and reasonable and similar to what other  
14 operators are drilling in the area -- I'm going to  
15 just round it up to \$11.1 million?

16 MR. COFFMAN: Yeah. That's correct.  
17 That's also a single proration unit development so  
18 there's not -- we don't get to benefit from the  
19 efficiencies of having facilities take away.

20 You know, we have to increase those  
21 costs for trucking, water; I know specifically for  
22 that area. So a lot of factors play into that just  
23 right next door.

24 MR. RANKIN: Okay. So the difference  
25 between the Pride case and this case is economies of

1 scale?

2 MR. COFFMAN: Yeah.

3 MR. RANKIN: Would you agree -- I mean,  
4 do you have any -- sitting here today, do you have any  
5 reason to dispute your engineer's representation of  
6 the updated costs reflected in his Exhibit D10?

7 MR. COFFMAN: No.

8 MR. RANKIN: I'm sorry. D18. I said  
9 the wrong exhibit. D18.

10 MR. COFFMAN: Which costs?

11 MR. RANKIN: Well, I can't tell because  
12 he just gives a total cost. But on his Exhibit D18,  
13 Mr. -- your engineer gives a updated costs on a  
14 per-well basis.

15 MR. COFFMAN: Yeah. I think the June  
16 current costs is accurate.

17 MR. RANKIN: But you have not updated  
18 your -- the working interest owners in any of these  
19 spacing units with these updated costs that you're  
20 reflecting -- that Mr. Behm is reflecting in his  
21 exhibits?

22 MR. COFFMAN: No. Not yet.

23 MR. RANKIN: And so I mean, a 13  
24 percent increase in cost; you think that might affect  
25 any of their activations in terms of -- you mentioned

1 that some of these people don't have necessarily or  
2 may not have -- be accustomed to spending large dollar  
3 amounts on a well.

4 That's -- a 13 percent jump is a pretty  
5 significant jump, but you haven't updated them?

6 MR. COFFMAN: That's correct. But I  
7 don't -- I think it's a little bit different than a  
8 200 percent jump between the two developments.

9 MR. RANKIN: Okay. Let's take a  
10 moment. You're familiar -- you've read Mr. Macha's  
11 [ph] testimony?

12 MR. COFFMAN: Yeah. That's correct.

13 MR. RANKIN: Are you familiar with  
14 his -- what Permian is proposing through his testimony  
15 for addressing costs in terms of a pooling order?

16 MR. COFFMAN: Do you --

17 MR. RANKIN: Are you familiar with --

18 MR. COFFMAN: -- forward me to?  
19 Forward me to an exhibit that you're referencing or is  
20 his testimony?

21 MR. RANKIN: Do you have Permian's  
22 testimony in front of you?

23 MR. COFFMAN: Yes, I do.

24 MR. RANKIN: Turn to page 12 of his  
25 self-affirmed statement and look at Paragraph 25.

1           And I'll get that up here on the screen  
2 just for the benefit of everybody so we're all, again,  
3 on the same page.

4           Do you see how Mr. Macha [ph] discusses  
5 a proposed modification to the standard pooling  
6 language?

7           MR. COFFMAN: Yes, I do.

8           MR. RANKIN: So your testimony -- now,  
9 just to be clear, I mean Permian submitted this  
10 affidavit and the exhibits on July 14th, I believe;  
11 correct?

12          MR. COFFMAN: That's correct.

13          MR. RANKIN: So you've had some time to  
14 review and understand what Permian is proposing in  
15 terms of how it's going to allocate costs to pooled  
16 working interest owners; correct?

17          MR. COFFMAN: Yeah. That's correct.

18          MR. RANKIN: And what Mr. Macha [ph] is  
19 saying here -- and I'm just going to get to that. I'm  
20 sorry. It's a lot of pages.

21          MR. COFFMAN: I'm assuming it's just  
22 hanging the 60 days -- 30 days to 60 days before the  
23 commencement of drilling of each well?

24          MR. RANKIN: Let me get to that  
25 language. So okay. You're seeing my screen now, Mr.

1 Coffman?

2 MR. COFFMAN: Yes, sir.

3 MR. RANKIN: Okay. So I'll just read  
4 it out loud. Mr. Macha [ph] proposes that the  
5 language should read: "Operator shall submit the  
6 estimated well costs no sooner than 60 days before the  
7 commencement of the drilling of each initial well.

8 "And the owner of a pooled working  
9 interest shall have 30 days upon receipt of the  
10 estimated well costs to elect whether to pay its share  
11 of the estimate well costs or its share of the actual  
12 costs to drill, complete, and equip the well or actual  
13 well costs out of production from the well."

14 So Mr. Coffman, do you understand that  
15 Mr. Macha [ph] has proposed to offer pooled working  
16 interest owners the opportunity to sequentially elect  
17 each well only at the time that Permian decides to go  
18 forward to drill that well? Is that your  
19 understanding of that language?

20 MR. COFFMAN: Yes.

21 MR. RANKIN: So nevertheless, you're  
22 telling us that these working interest owners are  
23 going to be burned by every single well that Permian  
24 has proposed in its application even though what  
25 they're actually proposing is that each owner pay only

1 sequentially?

2 MR. COFFMAN: That's correct. It  
3 doesn't change the amount.

4 MR. RANKIN: No. But it changes the  
5 burden on each working interest owner; correct?

6 MR. COFFMAN: I mean if they paid out  
7 of production, who's to say that the well will pay out  
8 and they'll ever be in the well?

9 MR. RANKIN: That's true for every well  
10 that's drilled -- isn't it, Mr. Coffman? -- under a  
11 pooling order?

12 MR. COFFMAN: Yep. I would agree with  
13 that.

14 MR. RANKIN: Now I'm just -- I'm going  
15 to skip through a bunch of stuff, because I think we  
16 kind of touched on it. And I want to just kind of  
17 move through stuff that I don't need to touch on  
18 anymore, which is good.

19 I want to ask you a little bit about --  
20 you testified, rather -- let me back up.

21 Your colleague -- and I may pronounce  
22 this name incorrectly; but is it Ms. Mueller, the  
23 geologist?

24 MR. COFFMAN: Yes.

25 MR. RANKIN: Is that the correct

1 pronunciation?

2 MR. COFFMAN: Yes.

3 MR. RANKIN: Okay. She testified in  
4 her self-affirmed statement about some APDs that y'all  
5 had already submitted for; right? Are you familiar  
6 with that testimony?

7 MR. COFFMAN: Yes.

8 MR. RANKIN: I just want to understand.  
9 I mean, these APDs were submitted between February and  
10 March of 2022; correct?

11 MR. COFFMAN: That's correct.

12 MR. RANKIN: And that was months before  
13 you even proposed the wells to your partners; right?

14 MR. COFFMAN: Yeah. That's correct.

15 MR. RANKIN: Is that normal for Cimarex  
16 to file for APDs before they even propose them to the  
17 working interest owners?

18 MR. COFFMAN: Yeah. For sure. It  
19 takes quite a long time to get permits approved so we  
20 try to get on permits as quickly as possible.

21 MR. RANKIN: And in this case, you  
22 filed some of these APDs -- some of these APDs are in  
23 a potash area; correct?

24 MR. COFFMAN: Yeah. That's correct.

25 MR. RANKIN: And you filed these APDs

1 before seeking designation of a potash development  
2 area?

3 MR. COFFMAN: That's correct. There's  
4 no -- there's nothing that precludes us from filing  
5 for the APDs. They just don't get approved unless a  
6 development area is in place.

7 MR. RANKIN: But when you do a  
8 development area as the BLM guidelines suggest, isn't  
9 it part of the process you also give notice to each of  
10 the other owners that have an interest in that potash  
11 area?

12 MR. COFFMAN: Within the contract area,  
13 you mean?

14 MR. RANKIN: Yes. Yes.

15 MR. COFFMAN: I guess it would depend  
16 on what Jim Rutley provides as a notice area. If it's  
17 an existing development area with locations  
18 there -- like this, this isn't a drill island.

19 So the toe end of the wells are going  
20 to be in the potash, not necessarily the surface. The  
21 surface hole would have a wider notice area than the  
22 bottom hole would.

23 But it's a mile radius of all impacted  
24 working interest owners, all impacted owners. That'd  
25 be surface, record title, all of that --

1 MR. RANKIN: I guess --

2 MR. COFFMAN: -- around the --

3 MR. RANKIN: -- my --

4 MR. COFFMAN: -- approved development  
5 area.

6 MR. RANKIN: So I guess my point,  
7 though, is that by filing the APDs first and months in  
8 advance, the potentially-impacted owners within that  
9 radius weren't apprised of your plans to develop until  
10 they received either a well proposal or notification  
11 of your subsequently noticed proposed potash  
12 development area; correct?

13 MR. COFFMAN: The amount of people that  
14 we notify for development areas -- of multiple people  
15 hired and people that we proposed the wells to, I  
16 don't think we -- we wouldn't propose the wells to a  
17 lessee of record or, you know, a surface owner that's  
18 a mile to the northwest. So I guess I'm not --

19 MR. RANKIN: My own point is -- I  
20 guess, Mr. Coffman -- is that because you didn't  
21 propose, initially, the potash development area  
22 first -- you went ahead and filed the APDs first -- it  
23 wasn't until much later that anybody, you know, who  
24 might have been affected got notice that you were  
25 proposing to drill wells out here; correct?

1 MR. COFFMAN: That's true for the  
2 development, from a development area standpoint and  
3 notice standpoint. Yeah. I would agree with that.

4 MR. RANKIN: All right. Now moving  
5 onto another topic here.

6 In Paragraph 19 of your statement, you  
7 talk about, you know, your view or opinion that  
8 Cimarex is a top-tier, you know, operator and  
9 developer in this area in particular; correct?

10 MR. COFFMAN: I agree with that.

11 MR. RANKIN: Yeah. And you say that  
12 your basis for that is that Cimarex has the knowledge  
13 to know what it takes to drill successful wells in  
14 this specific acreage; right?

15 MR. COFFMAN: That's correct.

16 MR. RANKIN: And you consider Cimarex  
17 to be a prudent operator? It's one of the top  
18 producers in the state?

19 MR. COFFMAN: Yes.

20 MR. RANKIN: You would agree that part  
21 of having the knowledge necessary to be a top operator  
22 includes keeping track of what Cimarex  
23 competitors -- such as Read & Stevens and Permian  
24 Resources -- are doing in the areas where Cimarex has  
25 overlapping leasehold interests?

1 MR. COFFMAN: That's correct.

2 MR. RANKIN: And as a top-tier operator  
3 who's operating prudently, that's something that  
4 Cimarex does? You keep track of what your competitors  
5 are doing?

6 MR. COFFMAN: Yeah, within reason. I  
7 don't think there's -- you know, we can't -- we don't  
8 have access to emails or things that are going on  
9 between teams. But you know, we see proposals that  
10 come around; APDs that are filed; you know, everything  
11 that's public that everyone else gets to see.

12 MR. RANKIN: Sure. So public filings,  
13 pooling cases, APDs, that sort of thing; right?

14 MR. COFFMAN: Yeah. That's correct.

15 MR. RANKIN: And you would agree that  
16 by tracking your competitors, you know, Cimarex is  
17 going to gain insight about an understanding of what  
18 competitors' strategies for how they're going to  
19 develop your proposed acreage; right?

20 MR. COFFMAN: Yeah. I agree. Nearby.  
21 I mean, you have to take into account -- like, nearby;  
22 right? Like, I don't think we're going to -- yeah.  
23 Within the relative area. Yes.

24 MR. RANKIN: And by doing so, you've  
25 got some idea of what their competing plans might be;

1 right? If it comes to a situation such as this one  
2 where you're going to have, you know, a contested  
3 operatorship?

4 MR. COFFMAN: I think it's a  
5 case-by-case basis. I think people do a lot of  
6 different things when you would expect them to do  
7 something based on past performance. I'd say future  
8 performance is not indicated by past performance.

9 MR. RANKIN: Okay. Now Cimarex filed  
10 this -- or it, rather, issues well proposals first;  
11 right? We talked about that August 25th, I think,  
12 2022. So you issued your well proposals before  
13 Permian did?

14 MR. COFFMAN: That's correct.

15 MR. RANKIN: And then, Cimarex filed  
16 its applications in both Mighty Pheasant and Loosey  
17 Goosey on March 7th; right?

18 MR. COFFMAN: That's correct.

19 MR. RANKIN: Now what I want -- what  
20 I'm kind of getting at here is in your Exhibit Packet  
21 3 -- okay -- you say that Cimarex was surprised; okay?

22 And the place I'm going to direct you  
23 to is Paragraph 5 of Hearing Exhibit Packet 3 which  
24 deals with option number one under your proposal.

25 You say that you were -- you know,

1 Permian's approach to filing not just the Bone Spring  
2 but for the Wolfcamp was a surprise to Cimarex and was  
3 unexpected; right?

4 MR. COFFMAN: Yeah. Which page?  
5 Hearing Packet 3. What PDF page?

6 MR. RANKIN: Well, it's -- actually,  
7 this one is marked as page 2. But I have a hard copy.  
8 And if I open up every PDF on my screen, my computer  
9 will freeze up. Sorry.

10 MR. COFFMAN: No, no. That's fine.  
11 Let me just find it real quick.

12 MR. RANKIN: Is that -- yeah.

13 MR. COFFMAN: Okay. Sorry. I'm here.

14 MR. RANKIN: Okay. So in that  
15 paragraph you say that basically a month after you  
16 filed your applications -- which would have been in  
17 April; right?

18 MR. COFFMAN: Yeah.

19 MR. RANKIN: Cimarex was surprised that  
20 Permian had filed for both a Bone Spring and Wolfcamp  
21 spacing units; correct?

22 MR. COFFMAN: I think we were surprised  
23 on the Wolfcamp applications, not necessarily the Bone  
24 Spring applications.

25 MR. RANKIN: You received Permian's

1 well proposals that included Wolfcamp wells and full  
2 upper Wolfcamp development that were dated February  
3 17th for its Bane wells and March 17th for the Joker  
4 wells; correct?

5 MR. COFFMAN: That is correct.

6 MR. RANKIN: So you knew at least as  
7 of, you know, late February/middle late March that  
8 Permian had proposed Wolfcamp wells in this acreage?

9 MR. COFFMAN: Yeah. I think there's a  
10 historical idea that a lot of operators do where they  
11 propose the entirety of whatever they think that they  
12 are going to drill ever to their working interest  
13 owners.

14 I don't think we do that. I think we  
15 try to keep them updated with things that we're going  
16 to drill in the near term, not necessarily long term.

17 So I think having the Wolfcamp  
18 proposals are not necessarily unexpected or  
19 surprising, but the pooling that came after that for  
20 the Wolfcamp I think is what surprised us.

21 MR. RANKIN: So but I think we talked  
22 about this a little bit. But I mean, basically  
23 because Permian is a competitor in your area and  
24 expressly over this acreage, I mean you would have  
25 been tracking not just the well proposals but other

1 activities that Permian was undertaking in this area,  
2 including APDs and pooling cases; right?

3 MR. COFFMAN: Yeah. For sure.

4 MR. RANKIN: Okay. So in addition to  
5 the well proposals which identified the Wolfcamp, I'm  
6 going to ask you a couple more questions here.

7 Because in your statement -- and it's  
8 still in the same packet, the next paragraph -- in  
9 Paragraph 6, you go on to say that, you know,  
10 basically Permian is following what I understand  
11 Cimarex's position is which is that there's a  
12 consensus around developing only the Bone Spring.

13 And you point to Permian itself as  
14 having filed 11 applications in the area. Ten of  
15 which are for Bone Spring and only one of which is for  
16 the Wolfcamp; right?

17 MR. COFFMAN: That is correct.

18 MR. RANKIN: But you prepared this  
19 self-affirmed statement on August 1st; correct?

20 MR. COFFMAN: Correct.

21 MR. RANKIN: And you reviewed Permian's  
22 exhibits that were filed on July 14th; right?

23 MR. COFFMAN: Yes.

24 MR. RANKIN: And if I pull up those  
25 Permian exhibits and look at Exhibit C14, Mr. Macha

1 [ph] has put together kind of a nice little outline of  
2 all the different activities that Permian has  
3 undertaken in recent times, including 17 different  
4 pooling cases focused on the Wolfcamp.

5 MR. COFFMAN: None of which we are in.  
6 So we're not in any of those as a working interest  
7 owner or as an affected party.

8 MR. RANKIN: Right. But I guess my  
9 question is, I mean, this is right around your area  
10 and you're seeing other operators doing different  
11 developments.

12 You know, I thought that Cimarex might  
13 be aware -- especially after the exhibits were  
14 filed -- that it actually had been developing and  
15 targeting the Wolfcamp and that the -- I guess,  
16 Permian meant what it had said when it was proposing  
17 wells in the Wolfcamp in February and March of 2022 --  
18 or 2023. Sorry.

19 MR. COFFMAN: Yeah. I would agree with  
20 that. But like I said earlier, I mean, the majority  
21 of our acreage is to the north. We don't have  
22 anything to the south.

23 So I think it'd be not necessarily the  
24 best use of my time looking across the entirety of Lea  
25 County for pooling that might happen up near the shelf

1 to, you know, look at competitors.

2 I know this is right next door, but I  
3 guess we try to be focused on where our acreage is to  
4 the north as a whole and around that area. But I see  
5 what you mean. It's nearby.

6 MR. RANKIN: Well, I mean, I guess my  
7 point is simply that in facts, there's a two-section  
8 tract to the east and tracts to the southwest and a  
9 total of 17 different Wolfcamp pooling cases which,  
10 you know, were in our exhibit packet. And even after  
11 that, you said there's only one Wolfcamp application.

12 So I just was -- I mean, I guess as an  
13 operator who's focused on its acreage and  
14 understanding what competitors are doing and  
15 understand the trends in development, not to be fully  
16 aware of what's happening on both sides of your  
17 acreage here, I just -- I wasn't -- I just wanted to  
18 make sure I understood, you know, where that was  
19 coming from.

20 MR. SAVAGE: Madam Hearing Examiner,  
21 could Mr. Rankin point to that exhibit with the 17?

22 MS. ORTH: Yes. Please.

23 MR. RANKIN: I'll pull it up on the  
24 screen.

25 Mr. Coffman, this is the exhibit I was

1 referring to then. I guess you had it on your hard  
2 copy here.

3 But this is Exhibit C14. It was filed  
4 on July 14th and served to Cimarex's counsel.

5 And you'll see that it identifies the  
6 different tracts in which Permian has identified  
7 different pooling orders it has obtained as to both  
8 the Bone Spring and Wolfcamp pools. It identifies the  
9 orders applicable to each one.

10 And so if you were to go back and look  
11 at and pull up those orders, you would see that -- as  
12 the Call Offs state -- they apply to not only the Bone  
13 Spring but the Wolfcamp.

14 And when you add them all up, it's not  
15 one Wolfcamp pooling case but I believe the number is  
16 seventeen.

17 MS. ORTH: Okay. Mr. Rankin, would you  
18 estimate the remainder of your cross-examination,  
19 please?

20 MR. RANKIN: Yeah. I guess I have some  
21 questions about -- the last section that I need to ask  
22 him about are the options. Cimarex has proposed two  
23 different options.

24 And I'm -- you know, I know probably  
25 people are hungry. I don't mean to drag this out. I

1 really don't. But I do want to make sure I'm --

2 MS. ORTH: I -- no. I understand. I  
3 don't feel like you're dragging it out. It's just  
4 we've been going nearly two hours.

5 MR. RANKIN: Yeah. Thank you.

6 MS. ORTH: And I think we need a break.

7 MR. RANKIN: Yeah.

8 MS. ORTH: And I'm wondering if this is  
9 a good time for a lunch break and if we should just  
10 break until 1:30.

11 MR. RANKIN: Let's do that, Madam  
12 Hearing Officer.

13 MS. ORTH: All right. We will see you  
14 all at 1:30.

15 (Off the record.)

16 MS. ORTH: Mr. Rankin was near the end  
17 of his cross-examination of Mr. Coffman.

18 So Mr. Rankin, if you would, please?

19 MR. RANKIN: Thank you, Madam Hearing  
20 Officer. Lunch break was well-timed. Thank you very  
21 much.

22 Mr. Coffman, how are you today? I hope  
23 you had a good lunch.

1 MR. COFFMAN: It was great.

2 Well-needed, as well.

3 MR. RANKIN: I would like to start off  
4 this next section of our discussion, Mr. Coffman,  
5 on -- I'm sorry.

6 I'm having to scroll through to get to  
7 it here in the exhibit packet. But what I'd like to  
8 discuss is very -- let's see. It's a little --  
9 firstly, I think it's in -- let's see. Oh, I know why  
10 it's not there.

11 It's in the Wolfcamp. Let's see. It's  
12 in Hearing Packet 4. I thought I had it all in my  
13 head but I didn't. Yeah. Okay. I'm going to pull  
14 this up on the screen.

15 One moment. Sorry. I'm sorry I didn't  
16 have this ready. I thought it was in Hearing Packet 1  
17 but it's in Hearing Packet 4.

18 Just a moment. It's a large file so it  
19 takes a little bit of time, since I'm not at my  
20 office, for things to load.

21 Mr. Coffman -- as I wait for this to

1 load and for this to appear on my screen -- by way of  
2 introduction, I'm talking about the June 15, 2023  
3 letter or actually letters that you sent out as a  
4 supplement to the proposal to drill for both the  
5 Loosey Goosey unit wells and the Mighty Pheasant unit  
6 wells.

7 Are you familiar with those letters?

8 MR. COFFMAN: Yes, I am.

9 MR. RANKIN: And I understand that  
10 these letters were written. And the reason they're in  
11 the Hearing Packet 4 case, I understand, is that in  
12 that set of cases or that hearing packet, it's under  
13 option two.

14 And option two is where Cimarex is  
15 seeking to pool the Wolfcamp formation and its spacing  
16 units in those cases under that option; correct?

17 MR. COFFMAN: Correct.

18 MR. RANKIN: And the reason these  
19 letters are in there is because you're explaining to  
20 your working interest owners that you intend to  
21 dedicate those Bone Spring wells to Wolfcamp spacing

1 units; is that correct?

2 MR. COFFMAN: That's correct.

3 MR. RANKIN: And let me get to that  
4 page real quick. I apologize. Now that I have it up,  
5 I need to scroll down to it. It's going to take me a  
6 little while. Just a moment.

7 Okay. I found it. Great. I'm going  
8 to share my page real quick just so that we can get a  
9 visual. Let me know when you can see my page.

10 MR. COFFMAN: I can see it.

11 MR. RANKIN: Okay. So in this exhibit  
12 packet, I didn't see -- I saw the letter referencing  
13 the Loosey Goosey development. I don't think I saw  
14 one for the Mighty Pheasant.

15 However, you did send one supplement  
16 for each spacing unit; correct?

17 MR. COFFMAN: That's correct.

18 MR. RANKIN: Now as I review this, the  
19 first paragraph I think explains a little bit about  
20 the intent here.

21 First of all, this was sent out June

1 15th -- right? -- in 2023, both of these letters?

2 MR. COFFMAN: [No audible response.]

3 MR. RANKIN: Is that correct?

4 MR. COFFMAN: Yes. That's correct.

5 MR. RANKIN: Okay. And you addressed  
6 it to all of the working interest owners in both those  
7 spacing units; correct?

8 MR. COFFMAN: Correct.

9 MR. RANKIN: Okay. Now looking at the  
10 first paragraph, you agree that the intent of the  
11 letter was to update the initial well proposal in each  
12 of the spacing units to "clarify the extent and scope  
13 of projected production from the wells given their  
14 respective depths and locations described in the  
15 original proposal"; correct?

16 MR. COFFMAN: Correct.

17 MR. RANKIN: Then the second paragraph  
18 goes on to say that the Bone Spring wells were  
19 originally proposed for production from the Bone  
20 Spring formation; correct?

21 MR. COFFMAN: Correct.

1                   MR. RANKIN: And then in that same  
2 second paragraph, you go on to say -- I'll highlight  
3 it here -- that your geologists and engineers have  
4 thoroughly evaluated the Bone Spring formation in  
5 relation to the Wolfcamp formation in the  
6 above-referenced lands and have determined that, due  
7 to the extensive communication between the Bone Spring  
8 and Wolfcamp, the wells as proposed will produce the  
9 primary concentrations of hydrocarbons in the Wolfcamp  
10 -- those being in the upper Wolfcamp

11                   And Cimarex believes they will do so  
12 more optimally given their current location within the  
13 Third Bone Spring. That if additional wells -- and  
14 that additional and unnecessary wells were drilled  
15 into the Wolfcamp itself.

16                   Did I -- other than almost mangling  
17 that last bit, did I correctly state that sentence?

18                   MR. COFFMAN: Yes. Yes.

19                   MR. RANKIN: Okay. Now at the end of  
20 the second paragraph, then it goes on to say that  
21 because these wells, these Bone Spring wells, will

1 produce hydrocarbons, the primary production from the  
2 Bone Spring and the Wolfcamp -- it goes on to say that  
3 Cimarex doesn't believe that there would be a need for  
4 any upper Wolfcamp wells, because its Third Bone  
5 Spring wells will effectively develop both the Bone  
6 Spring and upper Wolfcamp.

7 Is that a fair paraphrase of that last  
8 bit of that paragraph?

9 MR. COFFMAN: Yeah. I would just say  
10 that the incidental production from the upper  
11 Wolfcamp.

12 MR. RANKIN: Now does the letter say  
13 incidental production from the upper Wolfcamp?

14 MR. COFFMAN: No.

15 MR. RANKIN: Okay. But you told the  
16 owners that you were going to produce the primary  
17 production from the Wolfcamp; right? The upper  
18 Wolfcamp?

19 "As proposed, will produce the primary  
20 concentrations of hydrocarbons in the Wolfcamp, those  
21 being in the upper Wolfcamp"; correct?

1 MR. COFFMAN: Correct.

2 MR. RANKIN: Okay.

3 MR. COFFMAN: And I think we clarified  
4 with a motion. I'd have to refer to Darin on that. I  
5 think we clarified those supplements.

6 MR. RANKIN: Okay. Well, I just want  
7 to make sure I understood. I mean, this is in your  
8 exhibit packet. You sent this out to your owners,  
9 your partners in the wells.

10 I just want to make sure I -- I mean,  
11 this is what your, you know -- did you send a  
12 supplement to these folks explaining that you think  
13 it's going to be only incidental production?

14 MR. COFFMAN: No. This is all we sent.

15 MR. RANKIN: Okay. Now in this letter,  
16 you say also that you worked with your geologists and  
17 engineers -- right -- to confirm these statements;  
18 correct?

19 MR. COFFMAN: Correct.

20 MR. RANKIN: And was one of the  
21 geologists Staci Mueller?

1 MR. COFFMAN: Yes.

2 MR. RANKIN: And was one of the  
3 engineers Mr. Eddie Behm?

4 MR. COFFMAN: Yes.

5 MR. RANKIN: So now you're familiar  
6 with the legal arguments -- you just mentioned them, I  
7 think -- that your legal counsel made and submitted to  
8 the Division on July 26th about incidental drainage  
9 versus production?

10 MR. COFFMAN: Am I familiar with that?  
11 Yes.

12 MR. RANKIN: Yeah. Okay. So Do you  
13 understand that one of the arguments that Cimarex is  
14 making is that Cimarex will not be "producing" from  
15 the Wolfcamp? That it will be only incidentally  
16 draining the Wolfcamp?

17 MR. COFFMAN: Yes.

18 MR. RANKIN: Okay. That's your  
19 understanding of what Cimarex's current position is?

20 MR. COFFMAN: Yes.

21 MR. RANKIN: Okay. Now in that same

1 legal brief, Counsel discusses Cimarex's anticipation  
2 or estimate that anywhere from 5 to approximately 26  
3 percent of production in its Third Bone Spring wells  
4 will be contributed by the Wolfcamp; is that your  
5 understanding?

6 MR. COFFMAN: Yes. I'd have to refer  
7 to Staci and Eddie on that percentage, which they can  
8 touch on. But from my understanding, yes.

9 MR. RANKIN: Okay. So based on -- I  
10 mean -- yeah. I mean, I haven't talked to them yet.  
11 I'm just going off the motion and the language in the  
12 memo, but basically -- yeah.

13 You and I are on the same page here  
14 that it states somewhere between 5 percent to 26  
15 percent is going to be pulled from the Wolfcamp  
16 through these Bone Spring wells that Cimarex is  
17 proposing; correct?

18 MR. COFFMAN: Correct.

19 MR. RANKIN: Okay. But in that same  
20 legal memorandum, Cimarex is saying -- and tell me if  
21 you understand this to be the case, too -- that the

1 exact amount of drainage is uncertain; correct?

2 MR. COFFMAN: Correct.

3 MR. RANKIN: Now in this supplemental  
4 letter that I've got up here on the screen, you refer  
5 to what's going to be happening here as production --  
6 okay -- from the Wolfcamp. You don't say it's going  
7 to be drainage or incidental.

8 But as I understand it, one of the  
9 points of this letter is to explain to the working  
10 interest owners that Cimarex's Third Bone Spring wells  
11 are going to so effectively produce, develop,  
12 drain -- whatever you want to call it -- the upper  
13 Wolfcamp that it would be wasteful to drill separate  
14 wells in the upper Wolfcamp; do you agree?

15 MR. COFFMAN: No. I disagree.

16 MR. RANKIN: Okay. So tell me what you  
17 understand the point of this letter to be.

18 MR. COFFMAN: I think our intent was  
19 to -- and Eddie will get into this in his portion.  
20 But as I understand it, packs travel upward.

21 So in this, we're trying to explain

1 that the upper Wolfcamp wells would trespass into the  
2 Third Bone Spring and produce 75 percent from the  
3 Third Bone Spring.

4 And 25 percent of that would be  
5 Wolfcamp; anywhere from 5 to 25, as you referenced.  
6 So that was our intent, to share that here.

7 That since the concentration would in  
8 the Third Bone Spring and that incidental production  
9 from the Wolfcamp may happen, but the upper Wolfcamp  
10 would produce and trespass the Third Bone Spring.

11 MR. RANKIN: Now --

12 MR. SAVAGE: Madam Hearing Examiner --

13 MR. RANKIN: -- I got to try to sort  
14 this out a little bit.

15 MR. SAVAGE: Madam Hearing Examiner --

16 MR. RANKIN: I think it's --

17 MR. SAVAGE: Could I just interject one  
18 comment? These are very complicated -- excuse me.

19 These are very complicated questions of  
20 mixed law and fact. These are unresolved legal issues  
21 that have not been addressed and resolved.

1 I think this is a line of questioning  
2 that is inappropriate and difficult for a landman to  
3 fully address and clarify.

4 I don't know how to separate those two  
5 without resolving the legal or having some commentary  
6 or a motion hearing or something like that. But I --

7 MR. RANKIN: Madam Examiner, if I  
8 may --

9 MS. ORTH: Yeah.

10 MR. RANKIN: This is a letter from Mr.  
11 Coffman that he wrote in which he states that he --  
12 that their geologists, Ms. Mueller and Ms. Behm [sic]  
13 who I will have a chance to cross here shortly,  
14 thoroughly evaluated the Bone Spring formation in  
15 relation to the Wolfcamp; and determined, due to the  
16 communication between the two, that their proposed  
17 Bone Spring wells will produce the primary  
18 concentrations of hydrocarbons not in the Bone Spring,  
19 but in the Wolfcamp. And they say it twice: "in the  
20 Wolfcamp", "those being in the upper Wolfcamp"; okay?

21 And so Mr. Coffman signed the letter.

1 This is not a legal issue. It's a factual question  
2 about what he understands the letter to mean and the  
3 purpose behind it.

4 MR. SAVAGE: Madam Hearing Examiner, if  
5 I can just make one more comment on that?

6 MS. ORTH: Sure.

7 MR. SAVAGE: Thank you. So the  
8 proposal letter is part of a requirement of the  
9 pooling procedure. You have to do a proposal letter  
10 to initiate a pooling. That's why it's in the packet.

11 A pooling procedure is a legal and  
12 administrative matter. That -- the two options  
13 distinguish between drainage and production.

14 And once you get into the arena of  
15 pooling, under the pooling statute, drainage becomes  
16 reclassified to production.

17 And this letter is related to that  
18 process. And it is very much a legal matter.

19 MS. ORTH: All right. So I'm going to  
20 handle it this way.

21 This is a letter written by Mr.

1 Coffman. I think questions about the statements that  
2 Mr. Coffman has put his signature to here are  
3 definitely fair game.

4 But I'll instruct the witness to -- if,  
5 in fact, you believe that one of Mr. Rankin's  
6 questions is asking you for a legal conclusion, to  
7 note that.

8 And I don't believe you're a lawyer.  
9 So to the extent that you're answering these  
10 questions, you're answering as a landman not as a  
11 lawyer.

12 Just seems like your own counsel is  
13 prompting you to remember the distinction here --  
14 between geological questions, for example, and legal  
15 questions. And you are certainly invited to draw that  
16 distinction yourself with further questioning.

17 Go ahead, Mr. Rankin.

18 MR. RANKIN: Thank you. And I'll do my  
19 best to avoid all legal issues. I am referring  
20 occasionally to the briefing simply because that's, at  
21 this point, my understanding of some of their

1 positions. So but I will be careful not to encroach  
2 upon any legal issues here.

3 Now Mr. Coffman, I think I heard you  
4 say in response to my question that the intent here  
5 was to inform the working interest owners that what  
6 Cimarex believed was that it's actually going to be  
7 producing primarily from the Bone Spring formation,  
8 that the majority of the production would be from the  
9 Bone Spring formation. Is that what I understood you  
10 to say?

11 MR. COFFMAN: Yes. That's correct.

12 MR. RANKIN: Okay. But notwithstanding  
13 that and notwithstanding the positions Cimarex has  
14 taken in the briefing subsequent to this letter, as I  
15 read this letter the plain language states that your  
16 geologists and engineers have evaluated the Bone  
17 Spring in relation to the Work Camp; and that the  
18 wells -- those being Cimarex's Bone Spring wells --  
19 will produce the primary concentrations of  
20 hydrocarbons in the Wolfcamp, the upper Wolfcamp.

21 Is that -- that's what the language

1 says; correct?

2 MR. COFFMAN: That's what the language  
3 says. I'd have to refer to Staci and Eddie on how  
4 extensive that communication would be and to get into  
5 the technical aspects of that. But that is what the  
6 language says. Yes.

7 MR. RANKIN: All right. That's fine.  
8 I just wanted to -- I mean, I just -- okay.

9 So now as I understand it, this letter  
10 was sent out in order to make the basis that the  
11 Wolfcamp will produce by these wells so that you can  
12 go forward with the pooling application for the  
13 Wolfcamp for each of these spacing units; is that a  
14 fair statement?

15 MR. COFFMAN: Could you repeat it?

16 MR. RANKIN: Sure. I mean as Cimarex  
17 stood, you had well proposals for Bone Spring wells  
18 that were going to produce from the Bone Spring as the  
19 first paragraph says; correct? I'm sorry. As the  
20 first sentence of the second paragraph says?

21 MR. COFFMAN: Yes.

1 MR. RANKIN: Okay. So you had Bone  
2 Spring wells that were proposed for the Bone Spring.  
3 You had Bone Spring pooling applications; okay?

4 As I understand it, after you became  
5 surprised by Permian's Wolfcamp applications, Cimarex  
6 sent out this supplemental proposal letter; correct?

7 MR. COFFMAN: Correct.

8 MR. RANKIN: And in this letter, you  
9 state the primary concentrations of hydrocarbons in  
10 the Wolfcamp, in the upper Wolfcamp, will be produced  
11 by those Bone Spring wells.

12 That's what the language of the letter  
13 says; correct?

14 MR. COFFMAN: That's correct.

15 MR. RANKIN: And part of the reason for  
16 saying that is because you need to demonstrate that  
17 the Wolfcamp's going to be produced if you're going to  
18 pull the Wolfcamp; agree?

19 MR. COFFMAN: Correct.

20 MR. RANKIN: Okay. Now you know,  
21 that's -- I just want to make sure that you're on the

1 same page, because I think that's what I get out of  
2 this letter; okay?

3 Now, the next part of it was -- okay --  
4 as I understood -- this last bit here I'm going to  
5 highlight with my cursor -- is that Cimarex has  
6 determined that "drilling new wells in the Wolfcamp  
7 would be an improper use of resources and result in  
8 significant financial waste.

9 "In developing the most prudent manner,  
10 the hydrocarbons contained within both formations  
11 underlying the subject lands" -- I'm going to stop  
12 there.

13 And my understanding is that when this  
14 letter says "both formations", its referring to the  
15 Wolfcamp and the Bone Spring; is that your  
16 understanding, as well?

17 MR. COFFMAN: Yeah. I would say "Third  
18 Bone Spring". But yes.

19 MR. RANKIN: Okay. So even if -- okay.  
20 Say Third Bone Spring and the upper Wolfcamp to be  
21 more specific; is that fair?

1 MR. COFFMAN: Yeah.

2 MR. RANKIN: Okay. And that goes on to  
3 refer to the recent historical development of wells in  
4 the surrounding area as justification for that  
5 position; correct?

6 MR. COFFMAN: Yes.

7 MR. RANKIN: Okay. I guess what I take  
8 away from this, though, is Cimarex's position is that  
9 Cimarex's Bone Spring wells are going to sufficiently  
10 and effectively drain both the Wolfcamp and the Bone  
11 Spring in order to pool the Bone Spring; is that fair  
12 to say?

13 MR. COFFMAN: Like I said, I'd have to  
14 resort to technical on that.

15 MR. RANKIN: That's fine. I  
16 understand. That's good enough. I understand. I  
17 don't mean to push you into areas you don't -- you  
18 know, that are technical.

19 All right. So I guess what I want to  
20 do now is pivot to the options; okay? Cimarex has now  
21 proposed options.

1                   And this letter, I think, in this  
2 hearing packet relates to one of the two options;  
3 okay?

4                   As I understand, the two options are as  
5 follows: option number one would be to drill and pool  
6 only the Bone Spring; right? And then to create a  
7 buffer to prevent drilling by anybody of the upper  
8 Wolfcamp.

9                   Is that a fair representation of option  
10 one?

11                  MR. COFFMAN: I think -- yeah. I'd  
12 just like to clarify.

13                  I think the buffer intends to make sure  
14 that the production only comes from the upper Wolfcamp  
15 and that the production isn't produced from the third  
16 sand by where they're landed currently on the AFEs.  
17 Does that make sense?

18                  MR. RANKIN: No. Say that again.  
19 Sorry.

20                  MR. COFFMAN: So I think the buffer is  
21 intended to protect third sand rights, not prevent

1 upper Wolfcamp rights.

2 They lowered their well bore to produce  
3 only upper Wolfcamp and not -- and far enough away so  
4 as to not produce Third Bone Spring. I think that's  
5 option one.

6 MR. RANKIN: All right. Now you're not  
7 an engineer and you don't know what the drainage rate  
8 of this is. And so we can't --

9 MR. COFFMAN: Right.

10 MR. RANKIN: I can't get into it with  
11 you about what that business would be and whether  
12 there would be any way of actually ensuring that, in  
13 doing so, those owners would nevertheless still be  
14 able to develop fully their Wolfcamp minerals; right?

15 That's not something that you and I can  
16 talk about?

17 MR. COFFMAN: Yeah. I can give you the  
18 footages.

19 MR. RANKIN: Now but under this  
20 option -- okay -- under option one that we're just  
21 discussing, production -- as we've discussed -- would

1 be allocated to owners within each of the Bone Spring  
2 spacing units; correct?

3 MR. COFFMAN: Correct.

4 MR. RANKIN: And that would be done in  
5 accordance with the statutory requirements which are  
6 incorporated into the standard pooling language;  
7 correct?

8 MR. COFFMAN: That might be getting  
9 into --

10 MR. RANKIN: I mean you understand  
11 basically, Mr. Coffman, like if there's a pooling  
12 order, the pooling order --

13 MR. COFFMAN: Yes.

14 MR. RANKIN: -- dictates how  
15 allocation's going to be done; right?

16 MR. COFFMAN: Yes. Correct.

17 MR. RANKIN: Okay. So in this specific  
18 circumstance, when you pool the Bone Spring under  
19 option one, the production would be allocated to those  
20 pooled working interest owners in accordance with the  
21 pooling order; right?

1 MR. COFFMAN: Correct.

2 MR. RANKIN: And that would be to the  
3 Bone Spring owners only; correct?

4 MR. COFFMAN: Correct.

5 MR. RANKIN: Now so whatever  
6 hydrocarbons -- whether it's 5 percent or 26  
7 percent -- are produced from the Wolfcamp.

8 That would be deemed, under this  
9 option, to be incidental drainage; correct?

10 MR. COFFMAN: Correct.

11 MR. RANKIN: And that would mean that  
12 those Wolfcamp owners would not see any of that  
13 production allocated to them in accordance with their  
14 ownership percentages in the Wolfcamp; correct?

15 MR. COFFMAN: According to their  
16 ownership interests in the Wolfcamp, no. But  
17 that's -- yes. I agree with what you're saying.

18 MR. RANKIN: Yeah. It would be based  
19 only on their ownership interest in the Bone Spring;  
20 right?

21 MR. COFFMAN: Right.

1 MR. RANKIN: Okay. Now under this  
2 option, option one, there's no mechanism for owners in  
3 the Wolfcamp to share at all in this production under  
4 their ownership percentages; correct?

5 MR. COFFMAN: I would say that we  
6 offered that to the owners that only own in the  
7 Wolfcamp and did not own in the Third Bone Spring,  
8 being Warren & Associates and CLM Production.

9 We offered an in-kind, straight-up  
10 assignment of interest out of Coterra's interest in  
11 that proration unit for the Third Bone Spring.

12 MR. RANKIN: And that would be as to  
13 those two owners who don't own at all in the Bone  
14 Spring; right? You made that offer to them? Okay.

15 MR. COFFMAN: Correct.

16 MR. RANKIN: I'm talking about owners  
17 that own in both the Bone Spring and Wolfcamp; okay?  
18 But they have a different ownership proportion between  
19 the two.

20 MR. COFFMAN: Right.

21 MR. RANKIN: And I think you and I were

1 just talking about this. I think we're on the same  
2 page that under this option one, Bone Spring owners  
3 would get their share of production from these Bone  
4 Spring wells only in accordance with their interests  
5 in the Bone Spring?

6 MR. COFFMAN: Yeah. That's correct.  
7 And we have the majority of support from owners that  
8 do own a differentiating interest in the Bone Spring  
9 and the Wolfcamp.

10 We have that majority, including  
11 interest owners that own in the Wolfcamp and the Bone  
12 Spring. So --

13 MR. RANKIN: Right. Yeah. We can -- I  
14 mean, I think -- well, there's some -- I understand  
15 that that's your position. I understand.

16 But there's some owners that own a  
17 greater share of interest in the Wolfcamp who are not  
18 supporting your position; correct?

19 MR. COFFMAN: Yeah. I'd agree with  
20 that.

21 MR. RANKIN: Now that's option one.

1 Now I want to talk a little bit about option two.

2 Option two, as I understand, is that  
3 same wells are being drilled in the Bone Spring;  
4 right?

5 MR. COFFMAN: Yes.

6 MR. RANKIN: Only difference here is  
7 that rather than dedicating those wells only to the  
8 Bone Spring spacing units, you're going to also  
9 dedicate them to Wolfcamp spacing units; correct?

10 MR. COFFMAN: Correct.

11 MR. RANKIN: And in this case, in this  
12 option, then you would not need to institute a buffer  
13 of any kind because Cimarex would be controlling the  
14 operations in the Wolfcamp; correct?

15 MR. COFFMAN: Correct.

16 MR. RANKIN: And Cimarex, obviously, is  
17 not going to drill upper Wolfcamp wells in that  
18 circumstance; agree?

19 MR. COFFMAN: In that circumstance, no.

20 MR. RANKIN: Okay. So you --

21 MR. COFFMAN: I'd have to -- I mean,

1 I'd have to --

2 MR. RANKIN: So --

3 MR. COFFMAN: Saying that we would  
4 never drill an upper Wolfcamp well, no. But for  
5 the -- I mean in this area, we take in -- we're  
6 constantly moving. We're not doing our -- like you  
7 said -- "cookie-cutter" development.

8 If things change, I don't want to make  
9 a broad statement that says we're never going to drill  
10 an upper Wolfcamp well.

11 MR. RANKIN: Well, in these four  
12 sections, if you drill your Third Bone Spring at the  
13 base of the Wolfcamp, are you going to come in and  
14 drill an upper Wolfcamp well?

15 MR. COFFMAN: Under option two, no.

16 MR. RANKIN: Right. Because that's  
17 essentially what Mr. Behm is saying happened in the  
18 Black and Tan; right?

19 MR. COFFMAN: Correct.

20 MR. RANKIN: Yeah. You wouldn't do  
21 that. Okay.

1                   So under option two, that upper  
2                   Wolfcamp is not going to be developed; agree?

3                   MR. COFFMAN:   It'll be -- it'll be  
4                   pooled.   And --

5                   MR. RANKIN:   But okay.   So it'll be  
6                   pooled.   But as I understand and you and I discussed,  
7                   only 26 percent of that Wolfcamp production is going  
8                   to be attributable to those Bone Spring wells; agree?

9                   MR. COFFMAN:   Okay.   Yes.   I agree with  
10                  that.

11                  MR. RANKIN:   Okay.   So some portion,  
12                  potentially, of the Wolfcamp is not going to be  
13                  produced by those Bone Spring wells; agree?

14                  MR. COFFMAN:   Upper Wolfcamp or  
15                  Wolfcamp in general?

16                  MR. RANKIN:   Upper Wolfcamp.

17                  MR. COFFMAN:   No.   And I'd have to rely  
18                  on Eddie and Staci.

19                  MR. RANKIN:   Okay.   That's fine.   I  
20                  understand.   Okay.

21                  So now we've been talking about the

1 upper here, upper Wolfcamp. But I guess my question,  
2 too, is then: Under option two, does Cimarex have any  
3 plans to develop lower benches in the Wolfcamp?

4 MR. COFFMAN: I'd have to rely on Staci  
5 and Eddie for future developments.

6 MR. RANKIN: Has Cimarex drilled any  
7 lower Wolfcamp benches in the area of interest that  
8 Mr. Behm has put together?

9 MR. COFFMAN: Area of interest being  
10 Lea County?

11 MR. RANKIN: Well, Mr. -- I guess I'm  
12 going to, you know, defer to you on that. Whatever  
13 Mr. Behm's area of interest is, you know, that he  
14 refers to in his study.

15 MR. COFFMAN: Yeah. I -- that would be  
16 a question for Eddie.

17 MR. RANKIN: Okay. But as you sit here  
18 today, are you aware of any lower Wolfcamp wells that  
19 have been drilled Cimarex?

20 MR. COFFMAN: Lower Wolfcamp, no.

21 MR. RANKIN: Mr. Behm, at the outset

1 when you were testifying under questioning from Mr.  
2 Savage, you talked about a Read & Stevens well that  
3 they had drilled in Section 9 in an acreage -- under  
4 contract acreage that at the time, I think, Cimarex  
5 contested as Cimarex being the operator. Do you  
6 recall that testimony?

7 MR. COFFMAN: Yes.

8 MR. RANKIN: And you used that as a  
9 basis to suggest that at the time, prior to Permian's  
10 acquisition of Read & Stevens, that maybe Read &  
11 Stevens, you know, didn't operate under -- in good  
12 faith manner; fair?

13 MR. COFFMAN: Correct.

14 MR. RANKIN: But subsequent to Read --  
15 rather, Permian Resources' acquisition of Read &  
16 Stevens, isn't it true that Read & Stevens went ahead  
17 and plugged any of those wells that Read & Stevens had  
18 drilled?

19 MR. COFFMAN: Could you repeat that?

20 MR. RANKIN: Isn't it true that Read &  
21 Stevens -- I'm sorry -- that Permian went ahead and

1 plugged those wells that you referred to that Read &  
2 Stevens had drilled?

3 MR. COFFMAN: That may be true. We  
4 never received proposals on them. And --

5 MR. RANKIN: Okay. But you don't know  
6 that? Okay. That's fine.

7 I think at this time, Madam Hearing  
8 Officer, I have no further questions for Mr. Behm.  
9 I'm sorry. Mr. Coffman. Sorry.

10 MS. ORTH: Thank you, Mr. Rankin.

11 Mr. Savage, do you have any redirect?  
12 Oh, wait. Hold on one minute.

13 I'm going to pause for a moment in the  
14 event any counsel who has entered an appearance on  
15 behalf of another part in this matter -- Mr. Bruce,  
16 for example, or Mr. Jones -- has a question of Mr.  
17 Coffman. I'll just pause.

18 No? I hear nothing. Oh. There. I  
19 see somebody.

20 Mr. Jones?

21 MR. JONES: Yeah. Pardon me. Good

1 afternoon, Madam Hearing Examiner.

2 I just wanted to state my appearance  
3 for the record. I was having some technical  
4 difficulties as we got started this morning and didn't  
5 want to interrupt.

6 But Blake Jones with Steptoe & Johnson  
7 on behalf of Northern Oil and Gas. No questions,  
8 though. Thank you.

9 MS. ORTH: Thank you very much. All  
10 right.

11 Mr. Savage, if you have redirect for  
12 Mr. Coffman, this would be a good time.

13 MR. SAVAGE: Thank you, Madam Hearing  
14 Examiner.

15 Mr. Coffman, you mentioned and Mr.  
16 Rankin asked some questions about your history with  
17 Read & Stevens and pointed out that things may have  
18 changed with Permian Resources.

19 But that is still a history of  
20 negotiations and interactions with Read & Stevens in  
21 the past that has brought us to this point of a

1 contested hearing; is that correct?

2 MR. COFFMAN: Yes. That's correct.

3 MR. SAVAGE: And when a company like  
4 Permian Resources acquires a company like Read &  
5 Stevens, they acquire the good stuff along with the  
6 bad stuff; is that correct?

7 MR. COFFMAN: That is correct.

8 MR. SAVAGE: So do you agree, then,  
9 that there's a certain amount of accountability for  
10 those past negotiations and that past behavior that  
11 has come to fruition in the present?

12 MR. COFFMAN: Yeah. I'd say so.

13 MR. SAVAGE: Okay. Mr. Rankin asked a  
14 number of questions about the 1979 operating  
15 agreement. And if you have an operating agreement in  
16 place that covers parts of the subject land and then  
17 you have a proposing new operating agreement for  
18 owners that would incorporate other parts that were  
19 not covered, is it true that the former operating  
20 agreement is still fully binding and in place?

21 MR. COFFMAN: Yes. You can supersede

1 an existing operating agreement, but that does not  
2 nullify the contractual obligations under that  
3 operating agreement.

4 MR. SAVAGE: So members -- okay. So if  
5 I -- I mean, it sounds very complicated.

6 So members of an old operating  
7 agreement, a 1979 operating agreement, they want to  
8 participate under -- in the new unit that still  
9 includes parts of lands of the old operating  
10 agreement.

11 They sign a new JOA. Now they're part  
12 of the new JOA and the 1979 operating agreement?

13 MR. COFFMAN: Yes. That's correct.

14 MR. SAVAGE: Okay. Can you explain  
15 that?

16 MR. COFFMAN: So they would contribute  
17 their contractual interest under that '79 OA to the  
18 new superseding OA.

19 MR. SAVAGE: And then how would  
20 those -- how would that affect the overall  
21 manifestation of their interests?

1 MR. COFFMAN: They would -- I mean,  
2 they would be in the wells based on their contractual  
3 interests across what the original OA covers.

4 MR. SAVAGE: Okay.

5 MR. COFFMAN: In addition to the north  
6 half of 4 and 5.

7 MR. SAVAGE: Okay. Thank you, Mr.  
8 Coffman. And in the next series of questions that  
9 covered a bit of time, Mr. Rankin asked you about  
10 various designations of commitment and uncommitment.

11 And it is true that a number of those  
12 were typos?

13 MR. COFFMAN: Yes. That's true.

14 MR. SAVAGE: And you would revise those  
15 promptly once identified?

16 MR. COFFMAN: Yeah.

17 MR. SAVAGE: Okay.

18 MR. COFFMAN: There was a lot of  
19 committed and uncommitted going through all of these  
20 hearing packets. And it gets lost. But yes. Typos.

21 MR. SAVAGE: And then that Foran -- you

1 know, we do not have Foran. But Foran is closely  
2 allied with MRC; correct?

3 MR. COFFMAN: Yes. That's correct.

4 MR. SAVAGE: And you've received  
5 information that Foran has laid notice and notice has  
6 been satisfied; is that correct?

7 MR. COFFMAN: Yes. That's correct.

8 MR. SAVAGE: So there is really no  
9 issue there. So given all the adjustments that Mr.  
10 Rankin had mentioned, how does that affect the overall  
11 interest -- balance of interest between Permian  
12 Resources and Cimarex?

13 MR. COFFMAN: Minimal. I think one of  
14 the changes, as well, was adding the Josephine Hudson  
15 Trust as a Cimarex or Coterra interest. So that  
16 increases our support in both the Bone Spring and the  
17 Wolfcamp.

18 But the changes that are made with  
19 parties that have gone in neutral does not change the  
20 outcome of support, winning the majority of support  
21 for Cimarex in the Bone Spring and the Wolfcamp except

1 for that west-half west half of Sections 5 and 8.

2 MR. SAVAGE: So overall, Cimarex still  
3 owns a majority interest?

4 MR. COFFMAN: Yes.

5 MR. SAVAGE: And that's even based on  
6 Permian Resources' own title evaluations?

7 MR. COFFMAN: Correct. Ownership and  
8 support. Yes.

9 MR. SAVAGE: Then next, Mr. Rankin  
10 talked about the AFEs and pointed out what he thinks  
11 are, you know, some discrepancies regarding price and  
12 cost in various places.

13 An AFE, that's basically an estimation;  
14 is that correct?

15 MR. COFFMAN: Yeah.

16 MR. SAVAGE: And it always fluctuates a  
17 little bit based on the market?

18 MR. COFFMAN: Yes.

19 MR. SAVAGE: And then the working  
20 owners, they all understand that?

21 MR. COFFMAN: Yes. That's correct.

1 MR. SAVAGE: And you will send out  
2 updated AFEs at the time of the order?

3 MR. COFFMAN: Yes, sir.

4 MR. SAVAGE: Okay. And the  
5 fluctuations really, in the scheme of things, are not  
6 significant; correct?

7 MR. COFFMAN: Yeah. I mean I would say  
8 minimal inflation. But Eddie could fine-tune those in  
9 his explanation.

10 MR. SAVAGE: So Mr. Behm has some good  
11 information to provide for that?

12 MR. COFFMAN: Yes, he does.

13 MR. SAVAGE: Another area that Mr.  
14 Rankin talked about -- and this confuses me a little  
15 bit. He pointed out -- he pointed to some edited  
16 language in the order and it looks like he gave the  
17 working interest owners an extra 60 days to consider  
18 whether or not to participate in the well or not. And  
19 therefore, he makes the extrapolation that they're not  
20 going to be burdened by the overall very massive costs  
21 of the development plan that Permian Resources is

1 presenting; is that correct?

2 MR. COFFMAN: Yeah. That's correct.

3 MR. SAVAGE: But isn't it true that  
4 Permian Resources presented this plan as a package  
5 with all the wells; is that correct?

6 MR. COFFMAN: Yeah. It's a  
7 co-development, at least in the Third Bone Spring and  
8 upper Wolfcamp. Yes.

9 MR. SAVAGE: And so ultimately, the  
10 owners are subject to the ultimate burden of the plan  
11 as a whole; is that correct?

12 MR. COFFMAN: Yes. That's correct.

13 MR. SAVAGE: So really, the only  
14 way -- I don't know if Mr. Rankin was implying this,  
15 but the only way that a working interest owner would  
16 not be additionally burdened or their burden would be  
17 lessened is if on a case-by-case basis as they came to  
18 the individual wells that Permian Resources itself  
19 decided whether to develop the well or not; correct?

20 MR. COFFMAN: Correct.

21 MR. SAVAGE: So they proposed --

1 Permian Resources proposed wells in the Bone Spring.  
2 And then, they proposed the wells in the Wolfcamp.

3 Now if they're evaluating whether to  
4 drill these on a case-by-case basis, they could -- for  
5 example -- go through and decide to drill the Bone  
6 Spring.

7 But then when they come to the  
8 Wolfcamp, they may decide individually not to drill  
9 the Wolfcamp and that would not burden the working  
10 interests.

11 That would be a much less burden on the  
12 working interests; correct?

13 MR. COFFMAN: That is correct.

14 MR. SAVAGE: But the overall result of  
15 that would be that they would have, basically,  
16 developing the Bone Spring and not the Wolfcamp;  
17 correct?

18 MR. COFFMAN: Yeah. That would be like  
19 our development.

20 MR. SAVAGE: Like Cimarex's?

21 MR. COFFMAN: The Bone Spring only.

1 MR. RANKIN: Madam Hearing Officer, I'm  
2 hearing a lot of leading questions and I'd prefer to  
3 hear Mr. Coffman testify.

4 MS. ORTH: Yeah.

5 Mr. Savage, that is how it's been  
6 going.

7 MR. SAVAGE: Okay.

8 MS. ORTH: Turn it around.

9 MR. SAVAGE: Thank you.

10 You heard Mr. Rankin present his  
11 exhibit on all the wells -- additional wells that he  
12 wanted to show you; is that correct?

13 MR. COFFMAN: Yeah. With regard to  
14 their pooling orders in the Bone Spring and Wolfcamp.

15 MR. SAVAGE: Yes. So is it your  
16 opinion that he is claiming that Permian Resources is  
17 developing more Wolfcamp wells than we show in our  
18 example of cases --

19 MR. COFFMAN: I think we --

20 MR. SAVAGE: -- or courses?

21 MR. COFFMAN: I think we took ours from

1 Travis's testimony which references in the last 36  
2 months that they drilled four Bone Spring and one  
3 Wolfcamp wells.

4 MR. SAVAGE: And where in his testimony  
5 is that?

6 MR. COFFMAN: That'd be in Paragraph  
7 31.

8 MR. SAVAGE: And what does he say in  
9 that paragraph?

10 MR. COFFMAN: He says: "As noted on the  
11 exhibit, Read & Stevens/Permian has been the most  
12 active operator in this area over the last 36 months,  
13 drilling four Bone Spring wells and one Wolfcamp well  
14 in that time with plans to spud at least an additional  
15 eight wells in the Bone Spring and Wolfcamp formations  
16 by the end of 2023.

17 "In comparison, Cimarex has drilled a  
18 single one-mile well in 20 South 34 East and two  
19 two-mile wells in an adjacent township to the north in  
20 the same timeframe."

21 MR. SAVAGE: So 36 months, that's 3

1 years. Is that -- is it your understanding that's how  
2 long Permian Resources as a company has been involved  
3 and active in this area?

4 MR. COFFMAN: Permian Resources, yes.

5 MR. SAVAGE: Okay. So would it not be  
6 fair to assume based on their landman's statement that  
7 Permian Resources really is focusing on the Bone  
8 Spring and has very little in the Wolfcamp?

9 MR. COFFMAN: Yes.

10 MR. SAVAGE: And then you -- we -- you  
11 know, Cimarex provided some examples of other cases;  
12 is that correct?

13 MR. COFFMAN: Yeah. We searched the  
14 OCD for Permian Resources and that's where we got that  
15 11 cases figures.

16 MR. SAVAGE: And that was just a  
17 sample -- an example based on a search of the OCD  
18 databases?

19 MR. COFFMAN: Correct.

20 MR. SAVAGE: The last part of Mr.  
21 Rankin's questions dealt with the options one and the

1 options two.

2 You've heard your geologists talk about  
3 the communication between the formations; is that fair  
4 to say?

5 MR. COFFMAN: Yes.

6 MR. SAVAGE: And as you understand, do  
7 these communications occur on all units, Bone Spring  
8 units in this area of interest surrounding the subject  
9 lands?

10 MR. COFFMAN: Yeah. I think the --  
11 yeah. The communication is like -- Eddie will get  
12 into fractures growing upward from the upper Wolfcamp  
13 into the Third Bone Spring sand.

14 MR. SAVAGE: So any operator -- Permian  
15 Resources, Pride Energy -- who develops a unit of the  
16 Bone Spring in this area, would they experience  
17 drainage? Would they be draining the upper Wolfcamp  
18 in some capacity?

19 MR. COFFMAN: Could you repeat that  
20 again? Sorry.

21 MR. SAVAGE: Any operator who drills

1 and develops the Bone Spring formation in this area of  
2 interest, would they drain from the upper Wolfcamp  
3 because of the communication as you understand it?

4 MR. COFFMAN: Yeah. There'd be  
5 incidental production from the upper Wolfcamp.

6 MR. RANKIN: I'm sorry. I couldn't get  
7 my mute off.

8 But I think Mr. Coffman has explained  
9 pretty clearly he's not a technical witness. And I'm  
10 not sure how that is an appropriate question for Mr.  
11 Coffman about drainage.

12 MS. ORTH: Yeah. It sounds as though  
13 we need to have that discussion with the geologists.

14 MR. SAVAGE: Ms. Orth, that's why I  
15 prefaced -- if I may, that's why I prefaced that he  
16 has heard from the geologists that the communication  
17 is a fact for this area.

18 I tried to limit the technical aspect  
19 as much as possible. But --

20 MR. RANKIN: Well, I think an engineer  
21 can hear -- can rely on hearsay testimony for his

1 opinions.

2 But a landman can't rely on hearsay  
3 testimony for his engineering, you know, opinions.  
4 Because he's not an engineer.

5 MR. COFFMAN: Have we run into this  
6 situation in other cases? Yes.

7 The Chauvez [ph] case that was held, I  
8 think, is what Darin is trying to ask me with the  
9 same -- same somewhat facts.

10 Is that right, Darin? I'm  
11 paraphrasing. Sorry.

12 MR. SAVAGE: Well, is it your  
13 understanding then that option one would result in  
14 production from the Bone Spring and incidental  
15 drainage of the upper Wolfcamp of whatever percentage  
16 that might be?

17 MR. COFFMAN: Correct. Yes.

18 MR. SAVAGE: And that, as you  
19 understand, is the nature of just about basically  
20 every Bone Spring unit that's developed in this area  
21 of interest; do you agree?

1 MR. COFFMAN: Yes. Correct.

2 MR. SAVAGE: And that would include  
3 Permian Resources' Bone Spring units; correct?

4 MR. COFFMAN: Correct.

5 MR. SAVAGE: Okay. So option one, in  
6 your understanding, is a viable option?

7 MR. COFFMAN: Yes.

8 MR. RANKIN: Maybe Mr. Savage can just  
9 ask him what he thinks about option one, and Mr.  
10 Coffman can testify to it.

11 MS. ORTH: Yeah. You've gone back to  
12 leading, Mr. Savage.

13 MR. SAVAGE: These are -- Madam Hearing  
14 Examiner, these are complicated questions and this is  
15 an expert witness. I believe I can establish some  
16 foundation for the question so that he can understand  
17 what the nature of the question is.

18 I mean, you know, it looked like Mr.  
19 Rankin was -- would set up a question in the same  
20 manner. And I -- you know, he's probably a little bit  
21 more sophisticated at doing that, because he's done it

1 for a longer time.

2 I respect his skills and abilities.  
3 But I believe I'm basically doing the same kind of  
4 foundation.

5 MS. ORTH: Yeah. But it sounded more  
6 like an ultimate conclusion. And the question was not  
7 "Do you consider option one to be viable?" which would  
8 have been a great question. It was rather: "You  
9 consider option one to be viable; right?"

10 MR. SAVAGE: Well --

11 MS. ORTH: So just turn it around.  
12 That's all.

13 MR. SAVAGE: I hear you. I hear you.  
14 It's good nuance. It's a good point. Thank you.

15 Do you consider option one to be viable  
16 issuant under the Oil and Gas Act as you understand  
17 it?

18 MR. COFFMAN: Yes, I do.

19 MR. SAVAGE: Okay. So Cimarex could  
20 produce the Bone Spring and then be allowed to drain a  
21 certain percentage from the upper Wolfcamp; do you

1 agree with that?

2 MR. COFFMAN: I do agree with that.

3 MR. SAVAGE: Okay. But there's another  
4 option under the Oil and Gas Act. Do you think there  
5 is another option under the Oil and Gas Act?

6 MR. COFFMAN: Yes. I think we're --  
7 yes. I think that's our option two.

8 MR. SAVAGE: Okay. So that would be  
9 the option two, as you point out.

10 How do you make the transition from  
11 option one to option two?

12 MR. COFFMAN: I think that would be up  
13 to the commission to decide.

14 MR. SAVAGE: Wouldn't the commission  
15 have to pool the Wolfcamp to arrive at option two?

16 MR. COFFMAN: Yes.

17 MR. SAVAGE: Would you have to submit a  
18 proposal letter as a requirement --

19 MR. COFFMAN: Yes.

20 MR. SAVAGE: -- to pool? Okay.

21 Madam Hearing Examiner, at this point,

1 there is a lot of legal questions about how you make  
2 that transition under the Oil and Gas Act. It's very  
3 complicated.

4 And I would ask that Cimarex be allowed  
5 to, at some point, address those questions for the  
6 full understanding of the commission since this is a  
7 very complicated matter.

8 And I'm not sure whatever the Division  
9 would allow and thinks is appropriate for that. So  
10 I'm going to -- and you know, there's a lot of things  
11 to explore in this area I think are important.

12 But in terms of working with the  
13 landman, I think I'm going to end the redirect at that  
14 point.

15 MS. ORTH: All right. Thank you very  
16 much, Mr. Savage.

17 I think in terms of laying out the  
18 legal arguments that have not already been laid out in  
19 the briefing that's already been done, I would  
20 typically invite proposed findings of fact and  
21 conclusions of law and any written legal argument

1 you'd like to make in a post-hearing submittal that  
2 would follow the submission of the transcript.

3 I usually don't have that conversation  
4 with Counsel until we're at the end of the evidentiary  
5 record, though. So maybe we'll have that conversation  
6 tomorrow.

7 MR. SAVAGE: Thank you. I just wanted  
8 to -- since it is kind of creating some turbulence  
9 with the questioning, I just wanted to make sure that  
10 we're -- I understand how we're going to proceed.  
11 Thank you.

12 MS. ORTH: Sure. Anything further, Mr.  
13 Rankin or anyone else?

14 MR. RANKIN: Madam Hearing Officer, I  
15 just --

16 MS. ORTH: Questions of Mr. Coffman?

17 MR. RANKIN: -- have one question, and  
18 that's based on Mr. Coffman's statement about, you  
19 know -- he basically said it's up to the commission  
20 which option to choose. And I guess that prompted me  
21 to add just one question, because it prompted me to

1 wonder.

2 Mr. Coffman, does Cimarex itself have a  
3 preference between the two options, option one or  
4 option two?

5 MR. COFFMAN: I think option one would  
6 be our preference. But we would comply with whatever  
7 the commission decides.

8 MS. ORTH: Is that all, then? All  
9 right.

10 Well, thank you very much, Mr. Coffman.  
11 You may be brought back to discuss rebuttal exhibits  
12 tomorrow. But if not, thank you very much for your  
13 testimony.

14 MR. COFFMAN: All right. Thank you.

15 MR. RANKIN: Madam Hearing Officer, I  
16 don't know if the Division has any questions of Mr.  
17 Coffman?

18 MS. ORTH: I'm sorry? Oh. The  
19 technical examiners --

20 MR. RANKIN: I didn't know if the --

21 MS. ORTH: Of course.

1           Mr. Garcia, I lost the thread there.  
2       I'm sorry, Mr. Garcia and Ms. Thompson if you're on.

3           Do you have a question of Mr. Coffman?

4           MR. GARCIA: I do. And it's okay. I  
5       thought maybe you were having a panel mindset maybe  
6       before.

7           I thought you were going -- I do have  
8       one or two questions. And they are probably pretty  
9       repeats of what your counsel and Mr. Rankin have  
10      already asked you. Just for my understanding.

11          And I will try to steer clear, as my  
12      counsel has directed, about the legal arguments about  
13      option one and option two.

14          For option one -- we've talked a lot  
15      today about, I believe, CLM and Warren who are the  
16      interest owners in the Wolfcamp but do not own  
17      interest in the Bone Springs; is that correct?

18          MR. COFFMAN: Yes. That's correct.

19          MR. GARCIA: I believe you testified  
20      that you had offered them basically that their  
21      interest would be projected into the Bone Springs at

1 Cimarex's expense; is that correct?

2 MR. COFFMAN: Yes. That is correct.

3 MR. GARCIA: And they refused that, it  
4 sounded like?

5 MR. COFFMAN: Yes.

6 MR. GARCIA: Did they have a counter  
7 offer?

8 MR. COFFMAN: No. Their -- it wasn't  
9 necessarily an offer. I mean, we had originally asked  
10 if they wanted to blend their interest with a Bone  
11 Spring interest. They declined that.

12 And then I offered on behalf of Coterra  
13 to just do a straight-up assignment free of charge,  
14 and they did not counter that.

15 MR. GARCIA: So was that two offers,  
16 per se I guess, that you made?

17 MR. COFFMAN: Yes.

18 MR. GARCIA: Okay. And they just  
19 were -- they didn't want to entertain either of those?

20 MR. COFFMAN: Yeah. I -- yeah.

21 Correct.

1 MR. GARCIA: Did they give reason? Was  
2 it just mainly that they wanted Wolfcamp development?  
3 Or did they state why?

4 MR. COFFMAN: They said they support --  
5 they would support Permian's development. But I'm  
6 not --

7 MR. GARCIA: Okay.

8 MR. COFFMAN: We weren't -- we were not  
9 fishing for their support. So regardless, we were  
10 interested in assigning those interests to them.

11 MR. GARCIA: That works. Let's see  
12 here. I think all my other questions are pretty  
13 legal-involved. That's all. I have one more.

14 The letter that Mr. Rankin pulled up to  
15 ask -- that we got confused on are is it technical or  
16 was it sent by you. Either way, the letter was sent  
17 by you.

18 Was this letter sent to interests in  
19 just the Bone Springs? Or was it sent to interests in  
20 Bones Springs and the Wolfcamp? Because it sounds  
21 like there's some subtle differences there.

1 MR. COFFMAN: I think it was sent to --  
2 it was sent to everyone in the Bone Spring, I think,  
3 except for Warren and CLM since they --

4 MR. GARCIA: Okay. Since those are the  
5 two exceptions?

6 MR. COFFMAN: Correct.

7 MR. GARCIA: So option two is basically  
8 compulsory pooling the Bone Springs and compulsory  
9 pooling the Wolfcamp.

10 Did you notify the Wolfcamp of being  
11 potentially compulsory pooled?

12 MR. COFFMAN: With our letters? Are  
13 you --

14 MR. GARCIA: Yes. They need to be  
15 served multiple notices as Counsel's aware. You know,  
16 certified green cards, letters, JOAs, offers, AFEs, et  
17 cetera, public posting.

18 MR. SAVAGE: Mr. Garcia, if I could  
19 answer that because we handled that part. We did a  
20 full application for the Wolfcamp. And as part of  
21 that application, we sent out letter notices for

1 pooling the Wolfcamp and we published timely. So --

2 MR. GARCIA: Okay.

3 MR. SAVAGE: -- all notice would be  
4 taken care of.

5 MR. GARCIA: That's just what I wanted  
6 to ensure is they were notified of potential pooling  
7 without a well in the Wolfcamp.

8 MR. SAVAGE: And Mr. Garcia, if I can  
9 point out that we did -- in the application, we  
10 pointed out that the Third Bone Spring well would be  
11 the well dedicated to the Wolfcamp because of the  
12 substantial communication.

13 MR. GARCIA: Yeah. That's interesting.  
14 Lots of questions around that, but it sounds like Ms.  
15 Orth would like me to save those for tomorrow.

16 I'm trying to go through my notes and  
17 see which ones are not legal or rule interpretation.

18 Last one I think I have is more of a  
19 statement. All Counsel here is aware Mr. -- is it Mr.  
20 Coffman -- AFEs is one of our criteria in reviewing  
21 compulsory pooling contested cases.

1           And as Mr. Adam discussed and seemed to  
2 confirm by you, there's some slight issues with the  
3 AFE currently. So I would like those updated, you  
4 know, most of the timelines on that at the end of this  
5 hearing depending on what other items we need.

6           But updated AFEs would be nice and an  
7 also updated exhibit where you have committed and  
8 uncommitted interest owners as Mr. Savage related you  
9 would do.

10           MR. COFFMAN: We can do that for sure.

11           MR. GARCIA: I think that's it. Sorry.  
12 Just trying to see which ones I'm -- I have lots of  
13 questions for you, Mr. Savage, tomorrow.

14           MR. SAVAGE: That's great. I look  
15 forward to them, Mr. Garcia. We want to flex this out  
16 fully.

17           MR. GARCIA: Yeah. I'm just trying to  
18 make sure I get all the ones for Mr. Coffman so I can  
19 let him enjoy his day.

20           I believe that's it for now.

21           MS. ORTH: All right. Thank you, Mr.

1 Garcia.

2 Ms. Thompson, do you have questions of  
3 Mr. Coffman?

4 MS. THOMPSON: I have no questions.  
5 Thank you.

6 MS. ORTH: All right. Thank you.

7 Thank you, Mr. Coffman, again.

8 And we will move to the next witness.

9 Thank you.

10 MR. RANKIN: Madam, I'm so sorry.

11 MR. COFFMAN: Thank you.

12 MR. RANKIN: I have a question about  
13 the well proposals under this proposal that Mr. Garcia  
14 prompted me to --

15 MS. ORTH: I'm having trouble hearing  
16 you, Mr. Rankin.

17 MR. RANKIN: Sorry. Mr. Garcia's  
18 question about well proposals and pooling in the  
19 Wolfcamp prompted a question of mine that I think  
20 would help the record if I asked it to clarify.

21 MS. ORTH: Okay. Of Mr. Coffman?

1 MR. RANKIN: Of Mr. Coffman. I  
2 apologize.

3 MS. ORTH: Mr. Coffman, good. You're  
4 still there.

5 Go ahead, Mr. Rankin.

6 MR. COFFMAN: I'm here. Yeah.

7 MR. RANKIN: Mr. Coffman, I think you  
8 and I spoke around this a little bit, obliquely. But  
9 I think Mr. Garcia's question about well proposals as  
10 being an element of pooling prompted me to think  
11 again.

12 My understanding when I reviewed your  
13 exhibits is that the intent of the June 15, 2023  
14 letter as a supplement to proposal to drill was that  
15 it was intended to serve as a well proposal for  
16 pooling the Wolfcamp; is that your understanding?

17 MR. COFFMAN: Yes.

18 MR. RANKIN: And as such, you would  
19 have and should have sent out such a letter to each  
20 owner of a working interest in the Wolfcamp formation  
21 that you're seeking -- that has an interest; correct?

1 MR. COFFMAN: Correct. We needed to  
2 provide notice.

3 MR. RANKIN: Okay. But not just  
4 notice, but to provide good faith efforts to negotiate  
5 what you're proposing to do in the Wolfcamp; correct?

6 MR. COFFMAN: Correct.

7 MR. RANKIN: So among those would be  
8 CLM and Warren, but also would be Read & Stevens as  
9 well; correct?

10 MR. COFFMAN: To provide a proposal to?

11 MR. RANKIN: Yeah.

12 MR. COFFMAN: Yes. Correct.

13 MR. RANKIN: Did you provide this  
14 update -- supplemental proposal to drill to Read &  
15 Stevens?

16 MR. COFFMAN: Read & Stevens or Permian  
17 Resources? Because --

18 MR. RANKIN: Either one.

19 MR. COFFMAN: Yes.

20 MR. RANKIN: You did?

21 MR. COFFMAN: Yeah. I'd have to go

1 back and look. But yeah. Yes. We know that Read &  
2 Stevens own in the Wolfcamp so we would provide that  
3 supplement to them.

4 MR. RANKIN: Okay. That's all my  
5 questions.

6 MS. ORTH: Thank you all, then.  
7 Thank you again, Mr. Coffman.

8 MR. COFFMAN: Thank you.

9 MS. ORTH: Mr. Savage, your next  
10 witness?

11 MR. SAVAGE: Thank you.

12 I would like to call Staci Mueller as  
13 geologist for Cimarex Energy Company.

14 MS. ORTH: All right.

15 Ms. Mueller, would you please raise  
16 your right hand? Do you swear or affirm that you will  
17 tell the truth?

18 MS. MUELLER: I do.

19 MS. ORTH: Thank you. And if you would  
20 spell your name for the transcript, please?

21 MS. MUELLER: Staci Mueller. S-T-A-C-I

1 M-U-E-L-L-E-R.

2 MS. ORTH: Thank you.

3 Go ahead, Mr. Savage.

4 MR. SAVAGE: Thank you. Ms. Mueller,  
5 can you state your full name for the record?

6 MS. MUELLER: Staci Mueller.

7 MR. SAVAGE: And are you an expert  
8 witness in geology who has testified before the  
9 Division?

10 MS. MUELLER: Yes.

11 MR. SAVAGE: And do you have written  
12 testimony in each of Cimarex's Hearing Packets 1  
13 through 4 as Exhibit B?

14 MS. MUELLER: Yes.

15 MR. SAVAGE: And Exhibit B is followed  
16 by your geology exhibits B1 through B24; is that  
17 correct?

18 MS. MUELLER: That's correct.

19 MR. SAVAGE: And do you testify that  
20 your exhibits are accurate and correct to the best of  
21 your knowledge?

1 MS. MUELLER: Yes, I do.

2 MR. SAVAGE: Madam Hearing Examiner, at  
3 this time, I ask that Cimarex Exhibit B and sub-  
4 exhibits B1 through B4 for cases 23448 through 23451  
5 and 23594 through 23597 and 23452 through 23455 and  
6 23598 through 23601 be admitted into the record.

7 MS. ORTH: All right.

8 Mr. Rankin, any objection?

9 MR. RANKIN: No objection.

10 MS. ORTH: We'll pause for a moment in  
11 the event any other party has an objection. I don't  
12 hear anything.

13 The exhibits are admitted. Thank you.

14 MR. SAVAGE: And Ms. Mueller, just to  
15 confirm, is your statement in each hearing packet the  
16 same in all four?

17 MS. MUELLER: Yes. It should be.

18 MR. SAVAGE: Okay. So the examiners  
19 who are reviewing this would have reference to that in  
20 each case?

21 MS. MUELLER: Correct.

1 MR. SAVAGE: Okay. Have you reviewed  
2 Permian Resources' geologist's testimony and exhibits?

3 MS. MUELLER: Yes, I have.

4 MR. SAVAGE: Okay. And have you  
5 reviewed any of the other exhibits that relate to  
6 geology?

7 MS. MUELLER: Yes.

8 MR. SAVAGE: Okay. And you mention in  
9 your testimony and exhibits that the geology is unique  
10 in the subject lands and surrounding area of interest.  
11 Because -- well, why is it unique in the subject  
12 lands?

13 MS. MUELLER: There's no frac baffle  
14 present between the Third Bone Spring target and the  
15 upper Wolfcamp target.

16 That's pretty common in many places in  
17 the Delaware Basin, and we also see that here.

18 MR. SAVAGE: Okay. And do you see in  
19 Mr. Bradford's testimony discussion of lack of frac  
20 baffles?

21 MS. MUELLER: He doesn't explicitly say

1 it in his statement. However, in his Exhibit E5, he  
2 does show a cross-section with the basal third sand  
3 landing in a red dashed line and then the upper  
4 Wolfcamp landing in a purple dashed line. And I don't  
5 see any evidence of frac baffles between those two  
6 landings.

7 And what I mean by a frac baffle is a  
8 very tight formation -- generally, carbonate is what  
9 we see -- that might inhibit frac growth.

10 MR. SAVAGE: So there is direct  
11 evidence of frac baffles in his testimony?

12 MS. MUELLER: Of a lack of frac  
13 baffles.

14 MR. SAVAGE: Yeah. A lack of frac  
15 baffles. Thank you. Okay.

16 And can you tell me what is the  
17 significance of lack of frac baffles?

18 MS. MUELLER: It means that the --  
19 there are two formations. There's the Third Bone  
20 Spring sand formation and the Wolfcamp formation.  
21 However, there is one continuous reservoir interval.

1                   Because we don't see a separation  
2 between the two landing zones, we would expect  
3 hydrocarbons to come from both the third sand and the  
4 upper Wolfcamp.

5                   MR. SAVAGE: Okay. And as I  
6 understand, the Third Bone Spring and the upper  
7 Wolfcamp -- do you they have two pool designations; is  
8 that correct?

9                   MS. MUELLER: Yes.

10                  MR. SAVAGE: But you're saying that  
11 that does not represent two separate reservoirs; am I  
12 understanding that correctly?

13                  MS. MUELLER: Correct.

14                  MR. SAVAGE: So there's a single  
15 reservoir, if I understand?

16                  MS. MUELLER: Between the Wolfcamp  
17 sands and the Third Bone Spring sand, I would say  
18 that's correct.

19                  MR. SAVAGE: Okay. Do you see anything  
20 else in Mr. Bradford's Exhibit E5 that conflicts with  
21 your exhibits or testimony?

1 MS. MUELLER: I think the biggest  
2 conflict is the number of wells that Permian Resources  
3 plans to put in the Wolfcamp and the third sand.

4 So my Exhibits B23 and B24 argue that  
5 because there's no frac baffle in between the two  
6 landing zones and the wells are spaced at a very tight  
7 vertical distance of about 95 feet, the Wolfcamp and  
8 third sand wells are going to significantly interfere  
9 with each other. And Eddie Behm will cover that in  
10 his testimony.

11 MR. SAVAGE: Okay. And Mr. Bradford's  
12 Exhibit E4, have you looked at that?

13 MS. MUELLER: Yes.

14 MR. SAVAGE: What does he claim that  
15 the Joker and Bane units cover?

16 MS. MUELLER: He's saying that the  
17 Joker and Bane are geologically analogous to their  
18 Batman development.

19 MR. SAVAGE: Okay. Does he describe  
20 the extent of the formations that it covers?

21 MS. MUELLER: Yeah. So he's mapping

1 the Phi H of the Third Bone Spring sand in the top  
2 map. And then the Phi H of the total Wolfcamp A shale  
3 in the bottom map.

4           However, their landing zone is located  
5 within just the very, very upper part of the Wolfcamp  
6 known as the X and Y Sands.

7           And so I think by mapping the entire  
8 Wolfcamp A shale, it's a little bit misrepresentative  
9 of what they're actually targeting.

10           Just because when they aim for the very  
11 top of the Wolfcamp, they're not going to be draining  
12 the Wolfcamp shale below.

13           MR. SAVAGE: Okay. Does that effect  
14 the analogy between the Joker and Bane and the Batman  
15 wells?

16           MS. MUELLER: So I would say Joker and  
17 Bane and Batman are geologically analogous. However,  
18 I think they're trying to point out that the Black and  
19 Tan is not analogous to Joker and Bane.

20           Which they are slightly different.  
21 There's about a 4 pore/foot difference in the Third

1 Bone Spring sand and only a 3 pore/foot difference in  
2 the Wolfcamp sands.

3 But both the Black and Tan development  
4 and the Joker and Bane are located within a  
5 high-porosity third sand fairway with only about a  
6 hundred-fifty-foot difference in structure. So I  
7 would consider those geologically analogous.

8 MR. SAVAGE: Okay. And Mr. Bradford  
9 seems to indicate in his testimony and the Exhibit E3  
10 that Batman wells, if I understand this, have a  
11 thicker bone spring in the Wolfcamp formation than the  
12 Black and Tan wells?

13 And I think you may have talked about  
14 this already, but is that true?

15 MS. MUELLER: Yeah. So that's what I  
16 just mentioned about the slight variation in Phi H  
17 between the two areas.

18 However, it -- I don't consider that to  
19 be a significant difference as they both lie within  
20 the high-porosity third sand fairway that the majority  
21 of operators are targeting here within the third sand.

1           So I would still consider them to be  
2 geologic analogs.

3           MR. SAVAGE: Okay. Mr. Bradford,  
4 looking at his exhibits, seems to give a number of  
5 examples in E8 and E15 where he believes  
6 co-development units currently exist.

7           In fact, looking at Section 28 and 23  
8 of 20 South 34 East, what is your opinion of those  
9 being co-development units?

10          MS. MUELLER: So I think you're  
11 referring to the Little Bear development. And I  
12 define that to be landed in only the Wolfcamp, whereas  
13 they're saying that they're staggered between the  
14 Wolfcamp and third sands.

15          So because the Wolfcamp sands are so  
16 thin in the proximal part of the basin, it's sometimes  
17 really difficult to tell where wells have landed  
18 versus how they're defined on permits.

19          And at Cimarex, we use two approaches  
20 to define where the wells are landed. We use grids at  
21 the top and base of each landing zone. And then, we

1 also double-check that using offset type logs.

2 So I'm not sure where the discrepancy  
3 is between how Permian Resources might be defining  
4 wells versus how we do it. But we're definitely using  
5 grids.

6 MR. SAVAGE: So if I understand that  
7 right, you're looking at the geology and not a form  
8 that's generated in an office?

9 MS. MUELLER: Right. We're checking  
10 the permitted depths, but we're also looking at the  
11 geologic grids to confirm or maybe have a different  
12 opinion on where the wells might be landed.

13 MR. SAVAGE: And so is it the geology  
14 that determines waste and correlative rights? Or at  
15 least relates to them?

16 MS. MUELLER: I'm not sure what you  
17 mean by that.

18 MR. SAVAGE: Well, would you have a  
19 more accurate assessment of questions like waste if  
20 you're looking directly at the geology and taking that  
21 into consideration?

1 MS. MUELLER: As opposed to just going  
2 with a number on the permitted form, that's correct.  
3 Yeah.

4 MR. SAVAGE: Also looking at Mr.  
5 Bradford's exhibits -- let's see here. So in terms of  
6 your answer to the Little Bear not being a truly  
7 co-development unit, is there a debate about the  
8 number of actual co-development units in this area  
9 that's being represented?

10 MS. MUELLER: Yeah. I would say there  
11 are a couple differences in how we're defining where  
12 the wells are landed versus where Permian Resources is  
13 defining where the wells are landed.

14 MR. SAVAGE: Okay. Could you give a  
15 kind of overview -- a little overview of which ones  
16 that you raise questions about?

17 Or are there additional ones that you  
18 raise questions about that I have not mentioned?

19 MS. MUELLER: I think the Little Bear  
20 was the main one. I noticed the other one they had  
21 was the War Eagle in Sections 1 and 12 out of 20 South

1 33 East.

2 That one just doesn't have a deviation  
3 survey yet so I haven't included it on my Wolfcamp  
4 map. But once that deviation survey comes in, then  
5 I'm able to QC the depths of that well.

6 MR. SAVAGE: Okay. And what about  
7 some of the other units that had been, you know,  
8 thrown around, like Riddler and those kinds of wells?

9 MS. MUELLER: The Riddler unit, those  
10 wells are all one-mile Third Bone Spring sand wells  
11 that were drilled by Read & Stevens.

12 MR. SAVAGE: Okay. Now I'm looking at  
13 Mr. Bradford's Paragraph E7 in Exhibit E7. I mean  
14 that just looks like a lot of wells.

15 Why doesn't Cimarex have wells all over  
16 the place like that?

17 MS. MUELLER: So Cimarex proposed wells  
18 that lie within lower-risk zones. So I'm showing that  
19 in my Exhibit B4, I believe.

20 Meaning that there's offset production  
21 in a geologically analogous area within the first

1 sand, second sand, and third sand.

2 And then in Mr. Bradford's statement  
3 for Exhibit E7, he's saying that their plan  
4 demonstrates that its spacing assumes maximum  
5 development of all prospective zones.

6 Which to me sounds like this  
7 development plan is not what Permian Resources intends  
8 to realistically drill. So Cimarex is also  
9 investigating the upper second sand in this area.

10 But because it's highly channelized and  
11 the offset upper second sand wells are over six miles  
12 away to the north, we're not rushing into a  
13 development. And we'd like to collect more data on  
14 those wells as we drill the Third Sand wells first.

15 And then we're also actively targeting  
16 the Harkey and South lead. But we need to evaluate  
17 the maturity of the shale up there and whether it's an  
18 economically viable target, especially with  
19 co-developing with an established zone such as the  
20 lower Second Sand.

21 MR. SAVAGE: So if I understand that

1 right, Permian Resources by proposing all these  
2 wells -- I believe there's 48 of them -- as initial  
3 wells to be commenced drilling if an order is issued  
4 in one year, would you feel like they're being rushed?

5 MS. MUELLER: Yeah. I think the main  
6 landing zones that we would have an issue with are the  
7 upper Second Sand.

8 I think more data needs to be collected  
9 on that zone, as well as the Harkey and then the upper  
10 Wolfcamp being co-developed with the Third Sand.

11 MR. SAVAGE: Okay. So if I'm looking  
12 at this -- you would question the upper Wolfcamp and  
13 the Bone Spring; why do you question that?

14 MS. MUELLER: It goes back to the very  
15 tight vertical spacing of just 95 feet. We don't  
16 consider that a true stagger.

17 And it's essentially a flat development  
18 within one combined reservoir interval of eight wells  
19 per section, which is twice as many wells as the  
20 majority of operators have drilled within that  
21 reservoir up here.

1 MR. SAVAGE: Okay. So flat  
2 development. So if I understand this right, you think  
3 there's a single reservoir; correct?

4 MS. MUELLER: Correct.

5 MR. SAVAGE: What happens if you put  
6 two well bores into a single reservoir?

7 MS. MUELLER: At 95-foot vertical  
8 separation, there would be a significant amount of  
9 interference. And Eddie's going to show that later on  
10 with the Black and Tan development.

11 MR. SAVAGE: Okay. So would there be  
12 any benefit or not to --

13 MS. MUELLER: I think it's -- it's a  
14 matter of where you're allocating your reserves.

15 So if you drill a Third Sand well and  
16 you drill a Wolfcamp well directly below it, then one  
17 well is going to steal from the other.

18 MR. SAVAGE: Does the reservoir contain  
19 a limited amount of resource?

20 MS. MUELLER: Yes.

21 MR. SAVAGE: So how would you describe

1 Cimarex's approach in general compared to Permian  
2 Resources' approach?

3 MS. MUELLER: I think the best way to  
4 describe it is in the gun barrel plot. Let me get to  
5 it.

6 So my Exhibit B4. Cimarex plans to  
7 drill four wells per section within the basal Third  
8 Bone Spring Sand. That's the established target in  
9 the area.

10 And then, Permian Resources will be  
11 essentially doubling that well count within the same  
12 reservoir interval by adding in an additional four  
13 wells within the upper Wolfcamp.

14 MR. SAVAGE: And what are -- can you  
15 describe the possible consequences of Permian  
16 Resources drilling all these wells?

17 MS. MUELLER: So their development is  
18 essentially eight wells per section. It's in a highly  
19 porous and permeable reservoir that's been developed  
20 across most of the area with half the wells. So I  
21 would consider it to be a waste of bore wells,

1 essentially.

2 MR. SAVAGE: Madam Hearing Examiner,  
3 I'm done with my rebuttal comparison. And Ms. Mueller  
4 is available for cross exam.

5 MS. ORTH: All right. Thank you very  
6 much.

7 Mr. Rankin, do you have questions of  
8 Ms. Mueller?

9 MR. RANKIN: Madam Hearing Officer, I  
10 do. I wonder -- and I apologize -- if I may take a  
11 short facility break before we commence. I apologize.

12 In order for me to have my attention  
13 appropriately fixated on the questions, I need to take  
14 a short break. I apologize.

15 MS. ORTH: You know what? We need to  
16 take a break about this time anyway and then go to  
17 4:30. So let's just come back at 3:05.

18 It's close to a 15-minute break. And  
19 then we'll go straight on to 4:30.

20 MR. RANKIN: Thank you.

21 (Off the record.)

1 MS. ORTH: -- was about to begin his  
2 cross-examination of Ms. Mueller.

3 Please go ahead.

4 MR. RANKIN: Good afternoon, Ms.  
5 Mueller. How are you?

6 MS. MUELLER: Doing well.

7 MR. RANKIN: If you can't hear me or if  
8 my questions get garbled, just please let me know and  
9 I'll restate. Thank you.

10 I wanted to just clarify a couple of  
11 things. I had understood -- based on your cross-  
12 section and gun barrel view, I guess, really -- that  
13 Cimarex was proposing a development plan of 24 wells  
14 per section.

15 But when I read Mr. Coffman's testimony  
16 that was updated, he says that there's going to be 30  
17 wells per section. And I didn't see that in your gun  
18 barrel view so I wanted to ask you.

19 And I understand that maybe those  
20 additional four wells might be accounted for by the  
21 Second Bone Spring -- upper Second Bone Spring zone,

1 which you indicated needed some additional evaluation.

2 Is that the situation there? Where he  
3 identified 30 wells as the full development, and  
4 you've got 24 in your gun barrel? And the difference  
5 is that upper Second Bone Spring zone?

6 MS. MUELLER: So we have 12 wells per  
7 section. So 24 total. And then, the 6 extra would  
8 come from a potential upper Second Sand stagger.  
9 Correct.

10 MR. RANKIN: So that would be two wells  
11 per section? Oh, no. Sorry.

12 MS. MUELLER: Three in the upper Second  
13 Sand.

14 MR. RANKIN: Three per section. I'm  
15 sorry.

16 Now would that 30-well total for both  
17 developments, at this point, be -- would you consider  
18 that to be Cimarex's full development plan?

19 MS. MUELLER: That would not be the  
20 maximum development plan that we would ever drill.  
21 There's still opportunity within the Wolfcamp A shale

1 potentially deeper.

2 But the wells that we've proposed are  
3 the ones that we feel confident in drilling in the  
4 near future.

5 MR. RANKIN: You know what your maximum  
6 development plan would be for this acreage?

7 MS. MUELLER: It's hard to say without  
8 additional information, including additional offset  
9 development, which is why we hadn't proposed  
10 additional wells within the Wolfcamp A shale.

11 But I do see us potentially drilling  
12 the upper Second Sand which is why that well count  
13 increased to 30.

14 I don't -- it'd be very difficult to  
15 tell if we would actually stagger the lower Second  
16 Sand with the third carbonate like Permian Resources  
17 has.

18 It's a lot like the Wolfcamp and the  
19 Third Sand. There's a lot of shared resource there  
20 with minimal frac baffles separating the two.

21 But I think that requires future or

1 additional research and information, as well.

2 MR. RANKIN: What I took away from your  
3 testimony is that you're not taking anything off the  
4 table; but you're saying that Cimarex needs to obtain  
5 or acquire additional data, information, more  
6 analogous offsetting wells in order to make an  
7 educated determination on how to proceed with some of  
8 these other zones; is that a fair recapitulation?

9 MS. MUELLER: Yes.

10 MR. RANKIN: And so an operator, you  
11 know, would -- if they're going to propose certain  
12 zones, they would -- as you're suggesting -- would  
13 want to have some data information on an offset that  
14 they could base their proposals on; fair to say?

15 MS. MUELLER: Yes.

16 MR. RANKIN: And you understand that  
17 Permian has drilled a pilot hole in its offsetting  
18 Batman development plan?

19 MS. MUELLER: Yes.

20 MR. RANKIN: And you understand that  
21 they took some -- they did some science and core --

1 took some core data and samples from that pilot hole?

2 MS. MUELLER: Yep.

3 MR. RANKIN: And that's the kind of  
4 thing that you're talking about? That Cimarex would  
5 need to do before it made a determination about  
6 whether to target the Harkey, the upper Second Bone  
7 Spring -- or what is it? Co-develop the Harkey and  
8 the lower Second Bone Spring?

9 MS. MUELLER: Yes.

10 MR. RANKIN: I want to talk a little  
11 bit -- I want to just have a little better  
12 understanding about frac baffles.

13 I think I understood you to clarify  
14 that frac baffles are basically -- and in your  
15 exhibits, you identify frac baffles, I think, mostly  
16 as carbonate.

17 But I think in your testimony just now,  
18 you explained that really, it could be any tight  
19 formation that would flow -- low permeability that  
20 would impair or impede a frac from propagating; is  
21 that correct?

1 MS. MUELLER: Yes. The most common  
2 type of frac baffle we see within the Bone Spring  
3 reservoir is carbonate.

4 However, in the Wolfcamp in many  
5 areas -- especially the Wolfcamp A2 down south or in  
6 Eddy County -- we see a high amount of clay stone  
7 which we would also consider a frac baffle.

8 MR. RANKIN: These cross-sections, you  
9 just identify frac baffles as being carbonates; right?

10 MS. MUELLER: Right.

11 MR. RANKIN: But are there no other  
12 tight intervening lenses or formations that are not  
13 carbonates that you believe would impede or impair  
14 frac propagation at all?

15 MS. MUELLER: Not from what I see on  
16 the logs. What I'm trying to identify is where the  
17 neutron and density porosity decreases down to almost  
18 0 percent. Or less than 4 percent density porosity is  
19 a common cutoff used for frac baffles.

20 So what I'm highlighting is all I see  
21 for formations that reach that low level of porosity

1 is the carbonate within the third car on my Exhibit  
2 B7.

3 MR. RANKIN: Okay. And so looking at  
4 that Exhibit B7, I see you have indicated some frac  
5 baffles between the Third Cone Spring and the third  
6 carbonate within the Bone Spring; correct?

7 MS. MUELLER: Correct.

8 MR. RANKIN: But nothing between the  
9 basal Third Bone Spring and the X/Y of the Wolfcamp,  
10 and then nothing between the X/Y and the Wolfcamp A;  
11 correct?

12 MS. MUELLER: Yeah. It looks like  
13 within the upper part of the Wolfcamp A there are  
14 very, very thin-bedded what looks like potential  
15 carbonate where you see the density porosity jump down  
16 to zero percent.

17 But I didn't highlight that, because  
18 they are so thin-bedded it's probably on an order of  
19 five feet or less that a fracture is going to  
20 propagate through that.

21 MR. RANKIN: Right. So part of the

1 other calculation here in your assessment would be not  
2 just the log values but also the thickness; correct?

3 MS. MUELLER: Correct.

4 MR. RANKIN: Is there a sort of  
5 thickness that you're looking for, below which you  
6 would deem it not to be an effective barrier?

7 MS. MUELLER: So I'm very careful in my  
8 use of "frac barrier" versus "frac baffle", because  
9 it's very difficult to tell when fractures are  
10 actually going to be stopped by these carbonates.

11 I think when a carbonate is less than a  
12 hundred feet, two hundred feet, it's very difficult to  
13 measure. Fractures will be slowed down, but it's so  
14 difficult to tell if a fracture will actually be  
15 stopped by that carbonate.

16 So a very complicated answer of saying  
17 the thickness is -- it's very difficult to determine  
18 the thickness of a frac baffle that makes it an actual  
19 barrier to fractures.

20 MR. RANKIN: Sounds like it's sometimes  
21 a little bit of an art more than a science, huh?

1           Okay. So as to determining what the  
2 thickness would be, let's try to use your terms.

3           For a baffle, do you have a sense for  
4 like what you would determine to be a barrier, a  
5 thickness of a carbonate?

6           MS. MUELLER: Let's see. So on my type  
7 log on Exhibit B6, what we see is that there's very  
8 limited or no communication between wells landed  
9 within the First Bone Spring versus the Second Bone  
10 Spring versus the Third Bone Spring.

11           So it's probably a combination of  
12 height difference and frac baffles in between the  
13 different landings. But I would say a good frac  
14 baffle is probably the Second Carbonate.

15           MR. RANKIN: On B7, you're talking  
16 about that baffle you've identified in the first two  
17 well logs going from A to A prime?

18           MS. MUELLER: That's pretty thin so I  
19 would consider that to be a baffle. But because it's  
20 not over a hundred feet of solid carbonate, it's -- if  
21 one were to land a well within the Third Carbonate,

1 I'm not sure that we wouldn't see communication  
2 between a Third Bone Spring Sand well versus a Third  
3 Carbonate well.

4 MR. RANKIN: Well, I think -- you know,  
5 I think -- I guess my bigger point here, though, is  
6 that you didn't identify any frac baffles or barriers  
7 on your exhibit between the Wolfcamp A or between the  
8 X/Y and the Third Bone Spring; right?

9 MS. MUELLER: Right.

10 MR. RANKIN: Now I want to kind of get  
11 away from frac baffles a little bit, having discussed  
12 it with you.

13 I want to talk a little bit more about  
14 Phi height, pore height. And I'm going to refer  
15 to -- let's see. Make sure I have the right  
16 paragraph. Okay.

17 Paragraph 15 of your statement, you  
18 talk about Phi height, porosity height, in the Third  
19 Bone Spring. And you're referring to your Exhibit  
20 B10; okay?

21 And you make a comparison between the

1     Wolfcamp and the Bone Springs in this exhibit.  And on  
2     your left is your type log, your well log --  
3     right -- that you base your mapping on; correct?

4                     MS. MUELLER:  Correct.

5                     MR. RANKIN:  And you do two things  
6     here, I think.  You map the X/Y across the entire  
7     interval based on the log; right?

8                     MS. MUELLER:  Right.

9                     MR. RANKIN:  And in your Third Bone  
10    Spring Sand, you do the same thing.  And you map the  
11    entire interval from the top of the Third Bone Spring  
12    to the base.  And that's the basis for your map of the  
13    Third Bone Spring; correct?

14                    MS. MUELLER:  Correct.

15                    MR. RANKIN:  Now Cimarex is landing its  
16    Third Bone Spring at the base of that Third Bone  
17    Spring interval; correct?

18                    MS. MUELLER:  Correct.

19                    MR. RANKIN:  And Cimarex is doing that,  
20    presumably, because that is the zone that's identified  
21    as having the best potential for productivity;

1 correct?

2 MS. MUELLER: Correct.

3 MR. RANKIN: You've mapped the entire  
4 interval here and attributed Phi pore height across  
5 the entire interval even though you're landing at the  
6 base; correct?

7 MS. MUELLER: Correct.

8 MR. RANKIN: That's what I think I  
9 heard you comment on in your rebuttal about what Mr.  
10 Bradford did in his Exhibit E4; correct?

11 MS. MUELLER: Correct.

12 MR. RANKIN: So in your testimony, you  
13 said that Mr. Bradford's depiction of the gross Phi  
14 height of the X/Y which was across the entire interval  
15 when they're landing at the bottom -- towards the  
16 bottom of it was a little bit of a misrepresentation  
17 of the quality of that zone. Because they're really  
18 only landing in the bottom portion of it; correct?

19 MS. MUELLER: They would be landing at  
20 the top of the --

21 MR. RANKIN: I'm sorry. Top. Sorry.

1 Top. Sorry.

2 MS. MUELLER: Right.

3 MR. RANKIN: But except for my  
4 miscommunication on what part of the X/Y, that was the  
5 thrust of your statement in your testimony; correct?

6 MS. MUELLER: Correct.

7 MR. RANKIN: So here, however, it seems  
8 to me you're doing the same thing. You've mapped the  
9 entire interval but you're landing the very bottom of  
10 it.

11 And it seems to me that's a potential  
12 misrepresentation of the target; is that not a fair  
13 statement?

14 MS. MUELLER: The point of this exhibit  
15 was to show what percent of the reservoir is the Bone  
16 Spring versus what percent of the reservoir is the  
17 upper Wolfcamp.

18 If I were to map the total reservoir, I  
19 would map from the top of the Third Sand down to the  
20 top of the A1.

21 MR. RANKIN: Okay. Now in doing

1 so -- I guess let me ask you this, then.

2 In doing so, you're -- in this  
3 circumstance, is Phi height the pore height?

4 Is it -- as I understand your  
5 testimony, it's serving as a proxy, as a substitute,  
6 for potential hydrocarbon production; is that fair?

7 MS. MUELLER: Yes.

8 MR. RANKIN: But Phi height -- in other  
9 words, the measurement of the pore density across the  
10 interval -- doesn't tell you anything about what's in  
11 those pores; does it?

12 MS. MUELLER: Right.

13 MR. RANKIN: So you don't know, looking  
14 at this data, what portion of that Third Bone Spring  
15 Sand is oil-saturated, water-saturated, or some  
16 combination of the two?

17 MS. MUELLER: Right. And I did look at  
18 SO Phi H as well and came up with very similar values.  
19 But here, I've only shown Phi H.

20 MR. RANKIN: Where do you get your --  
21 where did you get those values from?

1 MS. MUELLER: Those were derived from  
2 our petrophysics model.

3 MR. RANKIN: Okay. So it's not actual  
4 data that you had to determine that value?

5 MS. MUELLER: It's actual data taken  
6 from a different part of the basin.

7 MR. RANKIN: Okay. And it's -- I'm not  
8 a modeler. I'm not going to pretend to be one.

9 But it's not data taken from within  
10 that four-section area or any immediate offsets?

11 MS. MUELLER: Correct.

12 MR. RANKIN: So when you did your  
13 analysis here in B10 where you evaluate what portion  
14 of the reservoir the Third Bone Spring contributes  
15 versus the Wolfcamp, that's simply a measure of the  
16 pore space as a proxy for productivity; correct?

17 MS. MUELLER: Correct. It was the best  
18 way I could quantify through mapping which part of the  
19 reservoir came from the Bone Spring versus the upper  
20 Wolfcamp.

21 MR. RANKIN: But Cimarex doesn't have

1 the data itself or any offsetting wells to go any  
2 farther than this with its assessment; is that  
3 correct?

4 MS. MUELLER: Not in this area. But  
5 elsewhere, we do.

6 MR. RANKIN: Thank you. Now I guess  
7 just one other point I wanted to make on this is --  
8 again, I've got a kind of sort of tangent to this.

9 But your determination, your assessment  
10 of the reservoir essentially assumes uniformity  
11 across -- and I'm going to say -- both the X/Y and the  
12 Third Bone Spring here.

13 I mean, you're unable to make any  
14 distinctions or gradations between any portions of  
15 these well -- at least in this assessment, you're not  
16 making any distinctions in the quality from the top to  
17 the bottom, between the top of the Third Bone Spring  
18 to the bottom of the X/Y; correct?

19 MS. MUELLER: I'm not sure what you  
20 mean by that.

21 MR. RANKIN: I mean, in other words,

1 you know, you're just comparing the kind of  
2 gross-scale porosity across these two intervals.

3 And you're not saying, you know, the  
4 upper third is better than the bottom third or  
5 anything like that. You're just sort of comparing  
6 them on a gross basis?

7 MS. MUELLER: Right.

8 MR. RANKIN: All right. Now let's make  
9 sure -- all right. I'm going to stay on pore height a  
10 little bit more.

11 Because I heard you talk about  
12 analogizing or considering whether the -- I believe.  
13 Let's see if I've got the right map here. One second.

14 Have to find the right one. Okay.  
15 B10. Okay. Good thing because that's right where we  
16 were. Okay.

17 The Black and Tan -- okay -- is the  
18 well that was drilled by Apache, and Mr. Behm  
19 addresses it fairly extensively in his testimony.

20 And he does some analysis of the pore  
21 height or the Phi height -- right -- of the interval

1 where the Black and Tan is located. And that's  
2 Section 27, just to the south of the area of interest  
3 here.

4 And I'm going to -- in this situation,  
5 going to share my screen just so we can see better.  
6 All right. I've got your B10 up on the screen. Can  
7 you see it?

8 MS. MUELLER: Yes.

9 MR. RANKIN: So on the righthand side  
10 is your map of the Phi height or pore height for the  
11 Wolfcamp X/Y Sands; correct?

12 MS. MUELLER: Correct.

13 MR. RANKIN: And you've indicated here  
14 it's essentially a range from 9, 10, to 11 pore height  
15 or, you know, pore-foot, I guess.

16 I'm not articulate on -- but basically,  
17 that's the gist here; right? That that's the range of  
18 that Phi height here in this area?

19 MS. MUELLER: Yes.

20 MR. RANKIN: Now the -- and it's hard  
21 to read. It's very hard to read. But Section 27, as

1 Mr. Behm states, is approximately two miles south,  
2 maybe a little bit more.

3 I can see it on my screen, but it's  
4 basically -- it's hard to see. Tell me if you agree  
5 that it's this section that I'm circling around with  
6 my cursor. Do you agree?

7 MS. MUELLER: Yes.

8 MR. RANKIN: Okay. Now in Mr. Behm's  
9 testimony, he assigns that section a Phi height of 7;  
10 right?

11 MS. MUELLER: Yes.

12 MR. RANKIN: And you agree with that?

13 MS. MUELLER: Yes.

14 MR. RANKIN: And he assigns, I guess,  
15 an average value of 10 for the Mighty Pheasant, Loosey  
16 Goosey, Joker, Bane areas I've highlighted here with a  
17 red circle -- a red outline; yeah?

18 MS. MUELLER: Yes.

19 MR. RANKIN: Now that doesn't seem like  
20 a big number or a big difference, but what's the  
21 percentage difference between 7 and 10 there?

1 MS. MUELLER: 30 percent.

2 MR. RANKIN: Pretty good, isn't it? I  
3 mean, that's -- actually, well, I mean -- yeah.  
4 That's a pretty good number.

5 And so you're saying that that's an  
6 insignificant -- and now let me ask you this. In your  
7 testimony, you equate Phi height with productivity of  
8 oil and gas; correct?

9 MS. MUELLER: Correct.

10 MR. RANKIN: And so a difference of 30  
11 percent in the potential for productivity between the  
12 Black and Tan location in Section 27 and the  
13 Joker/Bane cases in the sections highlighted, even by  
14 your own Phi height analysis, is a pretty potentially  
15 substantial difference in productivity as a Phi height  
16 is a proxy for productivity?

17 MS. MUELLER: I would disagree with  
18 that for Wolfcamp production.

19 One of the reasons why I sued Phi H was  
20 because for all of the Third Bone Spring Sand  
21 production in the area, we have wells in lower Phi H

1 and higher Phi H.

2 There's a pretty good spread across  
3 this map. And we found a pretty good correlation  
4 between well productivity and Phi H.

5 The Wolfcamp, however, has a very  
6 limited number of tests in this area. So it's a  
7 little difficult to tell if the Wolfcamp production is  
8 on-trend with the Wolfcamp mapping, because a lot of  
9 that production is coming from the Third Bone Spring  
10 Sand.

11 MR. RANKIN: Aren't they both one tank?  
12 Aren't they both one reservoir? And how would there  
13 be a distinction between the two?

14 MS. MUELLER: I'm saying based on these  
15 maps. And I totally agree that these are both one  
16 reservoir.

17 So if I were to look at productivity of  
18 both the Third Sand and the Wolfcamp wells compared to  
19 a map of both the Third Sand and the X/Y Phi H, there  
20 would be more of a correlation between productivity  
21 and the Phi H map.

1                   But with so few Wolfcamp X/Y data  
2 points and just comparing that the Wolfcamp map;  
3 because it's -- there's no production over a large  
4 area with a large span in Phi H differences, it's a  
5 little more difficult to tell.

6                   MR. RANKIN: Your hesitation is that  
7 you don't have enough data to make that correlation in  
8 the Wolfcamp between Phi H and productivity in the  
9 Wolfcamp?

10                  MS. MUELLER: Right.

11                  MR. RANKIN: So you're hesitant to make  
12 that further step even though it's your position that  
13 the Wolfcamp and X/Y and the Third Bone Spring are,  
14 essentially -- function as a single flow unit; agree?

15                  MS. MUELLER: I hesitate in the  
16 Wolfcamp, but I'm very confident in the Third Sand  
17 contributing 72.8 percent of the reservoir.

18                  MR. RANKIN: I need to make sure I get  
19 my screen resized properly.

20                  Now Ms. Mueller, you're familiar with  
21 the letter that I -- were you present for my

1 examination of Mr. Coffman?

2 MS. MUELLER: Yes, I was.

3 MR. RANKIN: And did you hear our  
4 discussion about the June 15, 2023 letter that he sent  
5 out to some of the owners for -- to supplement their  
6 previous well proposal for the Bone Spring wells?

7 MS. MUELLER: Yes.

8 MR. RANKIN: And you heard our  
9 discussion around that letter about how he agreed that  
10 in general, the Wolfcamp would contribute anywhere  
11 from 5 to 26 percent or so of production from those --  
12 to those Bone Spring wells?

13 MS. MUELLER: I don't remember if  
14 that's what it said.

15 MR. RANKIN: Are you familiar with the  
16 briefing that Cimarex's counsel submitted to the  
17 Division on the legal issues around these cases?

18 MS. MUELLER: I'm relatively familiar  
19 with the legal aspect.

20 MR. RANKIN: Pardon my screen for a  
21 moment. I'm going to pull up the brief. Because I

1 want to understand where these numbers came from, and  
2 I believe they're related to your assessment of Phi  
3 height. And I want to understand; okay?

4 MS. MUELLER: Okay.

5 MR. RANKIN: Because I'm not connected  
6 to our server directly, everything takes a little more  
7 time. Okay. All right. I'm going to, again, share  
8 my screen.

9 Oh, no. Wait. Am I? Yes. Clicked  
10 the wrong thing. All right.

11 This is page 6 of Cimarex's brief;  
12 okay? And I've highlighted the section here. And I'm  
13 going to just scroll up so you can see that I'm  
14 referring to the document that I said I was: Cimarex  
15 Energy's Brief Providing the Basis for Evaluating a  
16 Single Reservoir; okay? I'm not going to read the  
17 whole thing.

18 Now in this brief -- okay -- that they  
19 filed with the Division, Cimarex counsel identifies --  
20 says the following: "When an operator pools and spaces  
21 just the Bone Spring pursuant to the pooling statutes,

1 the operator produces hydrocarbons from the Bone  
2 Spring.

3 "However, this production will also  
4 naturally drain a certain percentage from the upper  
5 Wolfcamp because of the communication between the  
6 formations.

7 "The exact amount of the production  
8 attributable to the upper Wolfcamp is uncertain, but  
9 can range anywhere from 5 to 10 percent up to  
10 approximately 26 percent.

11 "Such drainage, distinct from  
12 production, is incidental to producing the target  
13 formation which is the Bone Spring."

14 Okay. Do you recall ever seeing that  
15 language before?

16 MS. MUELLER: Yes.

17 MR. RANKIN: All right. Where did  
18 these numbers come from? How does Cimarex determine  
19 that 5 to 10 percent or up to 26 percent of production  
20 in these Bone Spring wells will come from the  
21 Wolfcamp?

1 MS. MUELLER: I believe that's based on  
2 both Eddie's analysis of the Black and Tan as well as  
3 these Phi H percentages.

4 MR. RANKIN: Some combination of  
5 geology and engineering. Okay. Do you agree with  
6 that range?

7 MS. MUELLER: Yes.

8 MR. RANKIN: Do you agree that the  
9 exact amount of hydrocarbons from the Wolfcamp that  
10 would be produced is uncertain?

11 MS. MUELLER: Yes.

12 MR. RANKIN: Do you agree it could be  
13 more than 26 percent?

14 MS. MUELLER: Based on the Phi H maps,  
15 that's highly improbable.

16 MR. RANKIN: Okay. And again, that's  
17 just a proxy for porosity. You don't know. You have  
18 no basis to say in this location -- because you have  
19 no data -- how much of that porosity is filled with  
20 oil or water or a rough combination; correct?

21 MS. MUELLER: We have no data to

1 support a confident oil saturation measurement.

2 Therefore, I can't give an accurate SO Phi H map.

3 But I am confident in the relationship  
4 between Phi H and productivity of offset well.

5 MR. RANKIN: Only in the Bone Spring;  
6 correct?

7 MS. MUELLER: Correct.

8 MR. RANKIN: Because you don't -- you  
9 just told me you weren't confident about it in the  
10 Wolfcamp; correct?

11 MS. MUELLER: Yeah.

12 MR. RANKIN: Thank you. Now so you  
13 don't know, I mean, standing here today whether it  
14 could be less or more; right? It could be more.

15 MS. MUELLER: Highly doubtful.

16 MR. RANKIN: Okay. So you're not -- so  
17 you don't know. Now --

18 MS. MUELLER: I do not know.

19 MR. RANKIN: Yeah. Now let me ask you  
20 this. Suppose that the Division approves Cimarex's  
21 application under option two and pools both the

1 Wolfcamp and the Bone Spring and dedicates the Bone  
2 Spring wells to both formations.

3 In other words, there's no well drilled  
4 into the upper Wolfcamp; okay? And the Wolfcamp pool  
5 is being drained only by the Bone Spring wells; okay?

6 Is it your opinion -- do you have any  
7 idea whether the Bone Spring wells will effectively  
8 and efficiently drain the Wolfcamp?

9 MS. MUELLER: I think there will be  
10 incidental drainage from the upper Wolfcamp. I don't  
11 think the Bone Spring wells will drain the Wolfcamp A1  
12 shale.

13 MR. RANKIN: You told me that it's  
14 doubtful it will exceed 26 percentage production from  
15 the Wolfcamp in the Bone Spring wells; correct?

16 MS. MUELLER: Correct.

17 MR. RANKIN: And you're talking about  
18 the upper Wolfcamp here; correct?

19 MS. MUELLER: Right.

20 MR. RANKIN: So even the upper Wolfcamp  
21 is only going to contribute, in your view, doubtfully

1 any more than 26 percent to production from the upper  
2 Wolfcamp; correct?

3 MS. MUELLER: Correct.

4 MR. RANKIN: But nevertheless, Cimarex  
5 is seeking to pool the entire Wolfcamp formation under  
6 option two; correct?

7 MS. MUELLER: Correct.

8 MR. RANKIN: Are you aware of any wells  
9 that Cimarex has drilled within Mr. Behm's area of  
10 review that target the lower Wolfcamp?

11 MS. MUELLER: The Perry -- I forgot the  
12 number. But Cimarex actually did target the Wolfcamp  
13 A shale at our Perry section, Section 22 in 20 South  
14 34 East on one end of the section.

15 And then we also targeted the Third  
16 Bone Spring Sand on the other end of the section.

17 MR. RANKIN: My understanding of Mr.  
18 Behm's testimony on the Perry was that it was not a  
19 good well, and it sounded to me like they wouldn't be  
20 interested in drilling another one like it; is that  
21 your understanding?

1 MS. MUELLER: It would be a lower-tier  
2 reservoir, but we would definitely come back and drill  
3 it at some point.

4 MR. RANKIN: So your understanding is  
5 under Cimarex's economics, the Perry well would be  
6 something that they would drill again?

7 MS. MUELLER: Yes.

8 MR. RANKIN: They would drill it? They  
9 would target that Wolfcamp zone independently of the  
10 Bone Spring because it's economic?

11 MS. MUELLER: Yes. It's just lower  
12 tier so it would be further out in our inventory.

13 MR. RANKIN: Now on the Black and Tan,  
14 Mr. Behm testifies -- we haven't gotten to him yet, of  
15 course; but he testifies that it's the only and best  
16 analog to Permian's development plan and is predictive  
17 of the likely outcome of Permian's proposed wells in  
18 the lower Third Bone Spring and the upper Wolfcamp  
19 X/Y.

20 Do you recall his testimony on that if  
21 you reviewed his written testimony?

1 MS. MUELLER: Yes.

2 MR. RANKIN: Is that a fair  
3 recapitulation of what Mr. Behm testified?

4 MS. MUELLER: Yes.

5 MR. RANKIN: Have you conferred with  
6 him over the geology where the Black and Tan wells are  
7 landed?

8 MS. MUELLER: Yes.

9 MR. RANKIN: I think at this time, Ms.  
10 Mueller, I have no further questions. And we'll turn  
11 her back over for redirect or questions by the  
12 examiners.

13 MS. ORTH: Thank you, Mr. Rankin.

14 Now let me pause a moment in the event  
15 other parties who have entered an appearance have a  
16 question of Ms. Mueller. No?

17 Do you have any redirect, Mr. Savage?

18 MR. SAVAGE: I do. Thank you, Madam  
19 Hearing Examiner.

20 Ms. Mueller, the Permian Resources  
21 wells, where are they positioning those in the

1 Wolfcamp?

2 MS. MUELLER: Bane and Joker, you mean?

3 MR. SAVAGE: Yes.

4 MS. MUELLER: Those will be in the  
5 Wolfcamp Y Sand.

6 MR. SAVAGE: And in that location, Bane  
7 and Joker, would they produce the entire Wolfcamp?

8 MS. MUELLER: No. They would not.

9 MR. SAVAGE: So if I understand that,  
10 in comparison from the Third Bone Spring and the  
11 Permian Resources' Wolfcamp would bear the same; is  
12 that correct?

13 MS. MUELLER: Say that again? Sorry.

14 MR. SAVAGE: In terms of producing the  
15 Wolfcamp, would you say that Cimarex's Third Bone  
16 Spring well would be just as effective at producing  
17 the Wolfcamp as their upper Wolfcamp wells?

18 MS. MUELLER: It's hard to say because  
19 we're primarily targeting the Third Bone Spring Sand.  
20 But we would expect some drainage from the upper  
21 Wolfcamp.

1 MR. SAVAGE: And if that were pooled,  
2 that drainage, that would be production; do you agree  
3 with that?

4 MS. MUELLER: Yes.

5 MR. RANKIN: But Permian Resources'  
6 upper Wolfcamp wells would not produce fully the  
7 middle or the lower Wolfcamp; is that right?

8 MS. MUELLER: That's correct.

9 MR. SAVAGE: Okay. So they are  
10 potentially analogous in regards to how much they  
11 would produce from the Wolfcamp?

12 MS. MUELLER: You're saying our -- the  
13 basal Third Sand wells versus the Wolfcamp Y Sand are  
14 analogous?

15 MR. SAVAGE: That they are going to  
16 basically produce about the same amount from the  
17 Wolfcamp; is that accurate?

18 MS. MUELLER: Yes. I would agree with  
19 that.

20 MR. SAVAGE: And once you drill the  
21 wells, is it fair to say that you would collect more

1 data?

2 MS. MUELLER: Yes. That's our plan  
3 when we go in and drill the Third Bone Spring Sand  
4 wells.

5 MR. SAVAGE: And based on that data,  
6 you would have an accurate assessment of how much is  
7 being produced from the Wolfcamp; do you agree with  
8 that?

9 MS. MUELLER: Yes. And I would love to  
10 get a more accurate estimation of oil saturation.

11 MR. SAVAGE: So at that point, you  
12 would have concrete numbers and firm percentages; do  
13 you agree?

14 MS. MUELLER: Yes.

15 MR. SAVAGE: And there's a question of  
16 allocation that has been brought up through this. And  
17 Mr. Rankin, I believe, has alluded to this.

18 But those firm numbers that you'd  
19 receive in terms of percentages, would those allow you  
20 to do an accurate allocation?

21 MR. RANKIN: Objection. I didn't ask

1 her about allocation between the different formations  
2 for the purposes of pooling.

3 MR. SAVAGE: I'll --

4 MS. ORTH: Right.

5 MR. SAVAGE: I'll strike that question.

6 MS. ORTH: Thank you.

7 MR. SAVAGE: I'm finished, Madam  
8 Examiner, with the redirect.

9 MS. ORTH: All right. Thank you.

10 Mr. Garcia, do you have any questions  
11 of Ms. Mueller?

12 MR. GARCIA: I have a few.

13 Good afternoon, Ms. Mueller. Looking  
14 at your Exhibit B4, PDF page 195. This is my main  
15 question so we're on this exhibit because it's easiest  
16 to see the comparison, I think.

17 Just to clarify some other stuff real  
18 quick. Earlier, you said lack of baffle. Are we  
19 talking about no baffle exists? Or is it just such a  
20 thin baffle that a frac would blow right through it?

21 MS. MUELLER: In most cases around this

1 whole area, there's a very minimal baffle. If you go  
2 to my Exhibit B24, I actually show all of the control  
3 points.

4 And where the number says zero, it  
5 means no baffle exists. And if it's a slightly higher  
6 number, it means there's something minimal separating  
7 the two formations.

8 MR. GARCIA: Okay. What logs did  
9 you -- do you have for all of the formations on your  
10 guys's cross-section from nearby wells? What type of  
11 logs?

12 MS. MUELLER: Are you talking the  
13 cross-sections in my exhibits? Or in general, what do  
14 we have access to?

15 MR. GARCIA: I guess I'm just curious  
16 on if there's any way -- and this goes to both  
17 parties, FYI, Adam -- if the Division could get copies  
18 of any logs you guys have; such as like neutron logs,  
19 dual lateral logs, triple combos. Just I guess I'm  
20 curious on looking at the logs myself, too.

21 MS. MUELLER: Got you. So we have a

1 lot of deep vertical control with triple combos. In  
2 some cases, we have sonics as well.

3 And I think we're able to provide  
4 copies of well logs that we own. So anything in --  
5 any logs in my exhibit, I should be able to provide  
6 for you guys.

7 MR. GARCIA: Okay.

8 MS. MUELLER: But I can check for  
9 specialty log data. But this is pretty much the basis  
10 of my exhibits, just triple combo.

11 MR. GARCIA: I have a personal  
12 weakness. I struggle with gamma on formation plots.

13 MS. MUELLER: Right. Which is why we  
14 try to use gamma resistivity and neutron density.

15 MR. GARCIA: Yeah. Yeah. They're just  
16 hard to read when they're coded in the exhibits and  
17 not the actual log sometimes.

18 MS. MUELLER: Got you.

19 MR. GARCIA: You discussed earlier that  
20 basically the Third Bone Springs on the top of the  
21 Wolfcamp is essentially acting as a reservoir, a

1 single reservoir.

2 Have you talked to OCD or any of the  
3 district offices about the possibility of renaming  
4 this as a single pool?

5 MS. MUELLER: Not that I'm aware of,  
6 but I would highly support that.

7 MR. GARCIA: Yeah. I'm going to  
8 butcher the definition, but OCD calls pools basically  
9 a unique source of reservoir, a unique source of oil.

10 We have some parts of the state that --  
11 like up north, I think we have the Mesaverde pools  
12 which crosses three separate formations, I think.

13 I was just curious if you've had any  
14 discussions with the Division on this before.

15 MS. MUELLER: I don't think so but I'd  
16 have to refer to Darin.

17 MR. GARCIA: That's fine. I'm not  
18 aware of any, myself.

19 How thick is the Wolfcamp X/Y here? I  
20 might have missed your exhibit on that.

21 MS. MUELLER: Let's see. About a

1 hundred feet.

2 MR. GARCIA: Okay. Did you guys  
3 evaluate any wine rack patterns with the Wolfcamp A,  
4 then? Or also stacked patterns, I guess?

5 MS. MUELLER: You mean what our future  
6 development plan might look like when we come back and  
7 develop the Wolfcamp A?

8 MR. GARCIA: I guess initial  
9 development plans and future development plans.

10 MS. MUELLER: Yeah. So I guess our  
11 Tier 1 formations in this area are the Third Sand,  
12 Second Sand, and First Sand so that's what we  
13 proposed.

14 If we were to come back later on and  
15 develop the Wolfcamp A shale, then we would land  
16 probably 250 feet-ish below our Third Sand landing to  
17 make sure that those wells have minimal interaction  
18 between each other. But I don't have an example of  
19 that in my exhibits.

20 MR. GARCIA: Okay. And I guess that  
21 kind of leads into my next thing is -- if you come

1 back in the future, do you foresee any native  
2 parent-child effects with those Wolfcamp A wells?

3 MS. MUELLER: I think we would land as  
4 low as possible to avoid parent-child relationships  
5 between the Wolfcamp A shale and the Third Sand wells.

6 MR. GARCIA: Earlier, we spoke to your  
7 landman about option one and option two. I believe he  
8 said his option one was his preferred outcome, which  
9 was completely pooling just the Bone Springs.

10 I guess do you agree with that option?  
11 Or would you prefer the option two because of  
12 potential future Wolfcamp development?

13 MS. MUELLER: I think I would agree  
14 with option one. And we would come back later on and  
15 drop our well below any sort of baffle, well into the  
16 A1 shale.

17 MR. GARCIA: Okay. And your counsel's  
18 aware if you -- if that was to play out that way, you  
19 would most likely have to reapply for compulsory  
20 pooling of Wolfcamp if option one was successful.  
21 Just a FYI.

1                   Sorry. I'm moving pretty quick through  
2 these. You touched a little bit about frac growth.  
3 Are you the one I can ask about frac questions and  
4 frac height?

5                   MS. MUELLER: I would probably leave  
6 that more to Eddie, but I can comment on HF2S if  
7 that's kind of where you're going. I can comment on  
8 HF2S microseismic and fiber data showing racks  
9 growing up.

10                   MR. GARCIA: I guess I'll ask and, I  
11 guess, if anything it'll prep Eddie to -- Eddie is  
12 our -- is you guys's production engineer; is that  
13 correct?

14                   MS. MUELLER: He's our reservoir  
15 engineer.

16                   MR. GARCIA: So there's lots of concern  
17 with Read & Stevens' plan of feeding into Wolfcamp  
18 because of the potential concerns of draining the Bone  
19 Springs. Frac heights go upwards is what I believe  
20 you guys have testified on today.

21                   Was there any evaluation done on if a

1 different frac design was used? I think most  
2 operators use slick water fracs nowadays which are  
3 meant for, you know, high-rate/high-pressure frac  
4 length.

5 Old school, there's thick water fracs  
6 which result in lower frac lengths but wider fracs.  
7 Would you expect similar issues?

8 I mean -- because those frac lengths  
9 can be half of a slick water frac in some situations.

10 MS. MUELLER: Yes. I'll comment on the  
11 geologic part of that and Eddie can comment on the  
12 engineering part.

13 But I would expect that no matter what  
14 frac design you try to go with, we're clearly unable  
15 to control frac height growth.

16 And especially with the distance of 95  
17 feet for vertical spacing and with a lack of frac  
18 baffles, I think no matter what frac design you go  
19 with you're definitely going to be accessing the Third  
20 Sand.

21 MR. GARCIA: Okay. I think that is all

1 my questions for now. Thank you for keeping up with  
2 me. I know I moved fast around that.

3 MS. ORTH: Thank you, Mr. Garcia.

4 Ms. Thompson, do you have any questions  
5 of Ms. Mueller?

6 MS. THOMPSON: I don't have any  
7 questions at this moment.

8 MS. ORTH: All right. Thank you.

9 Anything else for Ms. Mueller today?

10 MR. SAVAGE: Madam Examiner, would it  
11 be possible to provide some comments that might be  
12 helpful to Mr. Garcia based on some of the questions  
13 he was asking?

14 MS. ORTH: You mean right now?

15 MR. SAVAGE: Right now or -- yes. If I  
16 could --

17 MS. ORTH: Yeah.

18 MR. SAVAGE: Okay.

19 MS. ORTH: No, no. That's fine. If  
20 you want to ask Ms. Mueller some follow-up,  
21 absolutely.

1 MR. SAVAGE: No. I'd just make some  
2 comments regarding Mr. Garcia's questions. I think  
3 there's some information that would be useful for him,  
4 that would clarify.

5 MS. ORTH: All righty. Go ahead.

6 MR. SAVAGE: Okay.

7 Mr. Garcia, you know that those were  
8 very interesting questions. The option one, the  
9 question about pooling just the Bone Spring.

10 We had a case involving Pride Energy  
11 just last week; and that's case number 23295.

12 And that whole issue of lowering the  
13 landing zone in the Wolfcamp and trying to see if you  
14 could design fracs that would not -- that would  
15 produce the upper Wolfcamp and not go into the Third  
16 Bone Spring, those were main issues that we discussed  
17 in that. So I think that might be useful in that  
18 regard.

19 And then, the other question you asked  
20 about could you, you know, do a different pool that  
21 would encompass the upper Wolfcamp and the Third Bone

1 Spring.

2 As I understand, in this area there's  
3 been so much trading because the Bone Spring seems to  
4 be the developed area formation.

5 And there's been a lot of trading  
6 trying to get acreage in that Bone Spring over the  
7 Wolfcamp. And that seems to account for the -- every  
8 place being non-uniform.

9 So even if you did reevaluate or expand  
10 the pool, like doing a WolfBone or something like  
11 that, you would still have that ownership severance  
12 that you would have to account for.

13 And under permit interpretations of the  
14 statute and regulations, you account for a severance  
15 by -- you know, if you want to produce below the  
16 severance, you have to do a separate well bore as I am  
17 sure you know.

18 So we still have this issue of how to  
19 produce from the -- if you did option two, how to  
20 produce from the Third Bone Spring and the upper  
21 Wolfcamp.

1                   So I think those -- you know. I  
2 appreciate the time to be able to talk about that.

3                   MR. GARCIA: No. I mean, you're  
4 correct here on the WolfBone. WolfBone has mixed  
5 feedback from industry on if it's a good thing or bad  
6 thing.

7                   And we do, like in the Mesa formation,  
8 have lots of depth severance as you're probably aware.  
9 And we have compulsory pooling, standard compulsory  
10 pooling cases on those all the time about depth  
11 severance where counsel will bring two cases for the  
12 entire form at Yeso thickness because of depth  
13 severance.

14                  I was just curious if anyone had ever  
15 talked to us on it before. More out of curiosity  
16 than, I guess, deciding a winner on this. I was just  
17 curious on how discussions have taken place with  
18 these.

19                  I'm sorry. I'm trying to refrain  
20 myself from the legal questions that I have for you,  
21 because you touched on some of them. But I'm trying

1 to be caged today, but --

2 MR. SAVAGE: I look forward to them  
3 very much, you know. I appreciate it.

4 MR. GARCIA: Yeah.

5 MS. ORTH: Well, thank you. Thank you  
6 both, gentleman.

7 And thank you, Ms. Mueller.

8 And let's see if we can't get another  
9 witness at least mostly done. Mr. Savage?

10 MR. ZIMSKY: Madam Hearing Officer --

11 MR. SAVAGE: Bill Zimsky will be doing  
12 the next witness.

13 MR. ZIMSKY: Yes.

14 MS. ORTH: Great. Thank you.

15 Hello, Mr. Zimsky.

16 MR. ZIMSKY: Good afternoon. Our next  
17 witness is Calvin Boyle.

18 MS. ORTH: All right. Thank you.

19 Mr. Boyle, would you raise your right  
20 hand please? Do you swear or affirm to tell the  
21 truth?

1 MR. BOYLE: I do.

2 MS. ORTH: Thank you. And if you would  
3 spell your name for the transcript?

4 MR. BOYLE: It's Calvin Boyle.  
5 C-A-L-V-I-N B-O-Y-L-E.

6 MR. ZIMSKY: Good afternoon.

7 MS. ORTH: Thank you.

8 MR. ZIMSKY: Mr. Boyle, can you hear  
9 me?

10 MR. BOYLE: Yes, sir.

11 MR. ZIMSKY: There seems to be an echo,  
12 at least on my end. But I'll proceed.

13 Have you ever testified before the OCD  
14 as an expert in production facilities?

15 MR. BOYLE: No, sir.

16 MR. ZIMSKY: Could you briefly go over  
17 your educational background for the hearing examiner?

18 MR. BOYLE: Yes, sir. I graduated with  
19 a petroleum engineering degree from the University of  
20 Oklahoma in 2016, followed by my MBA from Oklahoma  
21 State University in 2018.

1 MR. ZIMSKY: And give us a brief  
2 summary of your employment history.

3 MR. BOYLE: I started with Halliburton  
4 as a cement technical professional for about two  
5 years, from 2017 to 2019. And from there, I went to  
6 work for Cimarex as a field engineer for about a year.

7 After that, I was a production engineer  
8 for Cimarex for about a year. And since then, I've  
9 been a facility engineer for a little over two years,  
10 since April 2021.

11 MR. ZIMSKY: And can you briefly  
12 describe your responsibilities as a facility engineer  
13 for Cimarex and Coterra?

14 MR. BOYLE: Generally, I do the  
15 planning, designing, and the managing of our  
16 production facilities operated by Cimarex and Coterra.

17 MR. ZIMSKY: And are you involved in  
18 the design of the facilities?

19 MR. BOYLE: Yes, sir.

20 MR. ZIMSKY: And as part of that, do  
21 you have any responsibility for budget? Budgeting?

1 MR. BOYLE: Yes, sir. I am over the  
2 facilities budget for Lea County, currently, or any  
3 projects that I'm over.

4 MR. ZIMSKY: And as far as that, do you  
5 have to make decisions on allocating capital?

6 MR. BOYLE: Yes, sir.

7 MR. ZIMSKY: And this is -- your resume  
8 is attachment A to your statement; is that correct?

9 MR. BOYLE: Yes, sir.

10 MR. ZIMSKY: At this point, I would  
11 offer Mr. Boyle as an expert in the field of reservoir  
12 engineering and facility engineering with knowledge  
13 regarding the design and planning of production  
14 facilities, as well as the budgeting and capital costs  
15 associated therewith.

16 MS. ORTH: Any objection, Mr. Rankin?

17 MR. RANKIN: No objection.

18 MS. ORTH: All right. I'll pause for a  
19 moment to see if there's any other objection. No?

20 He's so recognized, Mr. Zimsky.

21 MR. ZIMSKY: Thank you.

1 Do you have your self-affirmed  
2 statement in front of you?

3 MR. BOYLE: Yes, sir.

4 MR. ZIMSKY: And I'm not going to go  
5 over it in much detail. Now are the -- is your  
6 statement and the two exhibits attached to your  
7 statement, are they correct and accurate to the best  
8 of your knowledge?

9 MR. BOYLE: Yes, sir.

10 MR. ZIMSKY: Madam Hearing Examiner, I  
11 would move to introduce the self-affirmed statement of  
12 Calvin Boyle and the two exhibits attached  
13 thereto which, I believe, is Exhibit C1 and C2.

14 I'd like to have each of those --  
15 introduce those into evidence in case number 23448;  
16 23451; 23594 through 23597; and in cases 23452 through  
17 23455; and finally, in cases 23598 - 23601.

18 MS. ORTH: Thank you.

19 Mr. Rankin, any objection?

20 MR. RANKIN: No objection.

21 MS. ORTH: All right. I'll pause for a

1 moment to see if there's any other.

2 The exhibits are admitted. Thank you.

3 MR. ZIMSKY: Now Mr. Boyle, have you  
4 had a chance to review the statement of Davro Clemens  
5 from Permian Resources Operating LLC, Exhibit D to the  
6 Permian Resources hearing packet?

7 MR. BOYLE: Yes, sir.

8 MR. ZIMSKY: And I have a few questions  
9 about that. On Paragraph 9, third page, first  
10 sentence says: "Permian Plans to utilize a four-stage  
11 separation process to maximize retention of  
12 hydrocarbon production."

13 Can you -- is that an unusual design or  
14 proposal?

15 MR. BOYLE: No, sir. That's pretty  
16 standard across the Basin, including our design.

17 MR. ZIMSKY: Including your design. My  
18 second question, I'm going to try to share my screen.

19 And do you see Exhibit D9? Is that  
20 showing up on the --

21 MR. BOYLE: Yes.

1 MR. ZIMSKY: Okay. And this indicates  
2 that Permian is going to have an off-pad -- their  
3 essential tank battery is going to be off-pad.

4 Cimarex's central battery is going to  
5 be on-pad; is that correct?

6 MR. BOYLE: Yes, sir. That's correct.

7 MR. ZIMSKY: And so what's the  
8 implications of being off-pad as Permian Resources is  
9 proposing?

10 MR. BOYLE: So if your facility is  
11 off-pad, you're going to have run additional flow  
12 lines off of -- off of the pad that it would be  
13 extended from.

14 So for ours, since we have a pad  
15 extension where the facility actually connects to one  
16 of the pads, we'll run flow lines on the pad. Rather  
17 than, if it's off-pad, you have to run additional flow  
18 lines off-pad to the battery.

19 MR. ZIMSKY: So would you -- would they  
20 have to do flow lines for each well?

21 MR. BOYLE: It depends on their design.

1                   From what I can tell from the Permian  
2 Resources design, looking at Exhibit D3, it would  
3 appear that they're running individual flow lines back  
4 to the battery for every well.

5                   Compared to our design where we have  
6 satellite separators, where we're putting them up  
7 on-pad and running a single set of flow lines.

8                   So when we come back, we'll only be  
9 setting on-pad equipment. We will have no further  
10 environmental impacts or disturbance. Once we've set  
11 the first four pads, we won't have any more  
12 disturbance.

13                   Compared to Permian's, where they're  
14 going to have to run flow lines every time they come  
15 back. And that includes crossing the highway, 62/180,  
16 every time they come from the east two pads.

17                   MR. ZIMSKY: Now they indicate in this  
18 exhibit that they plan to use one CTB. So what you're  
19 saying is if they use the Joker CTB, will -- what will  
20 the flow lines from the Bane -- what will those  
21 traverse?

1 MR. BOYLE: They're going to run  
2 along -- I think it's a yellow line there. They're  
3 going to run all the way over to the Joker CTB.

4 So from the Bane section, they would  
5 need to cross 62/180 with every well that they drill  
6 going to the Joker CTB.

7 And if it was the opposite of that and  
8 they were using the Bane CTB, it'd just be the -- it'd  
9 be the exact opposite where they've got to cross with  
10 all the Joker wells.

11 MR. ZIMSKY: Okay. And my cursor is  
12 going along a diagonal line there. Is that the  
13 highway you're speaking of?

14 MR. BOYLE: Yes, sir. That's correct.

15 MR. ZIMSKY: Okay. I'm going to move  
16 to discuss -- there was someone questioning earlier  
17 today about the cost of an average well that  
18 Cimarex/Coterra is drilling in Lea County as part of  
19 the investor presentation; do you recall that  
20 testimony?

21 MR. BOYLE: Yes, sir.

1 MR. ZIMSKY: And I believe indicated it  
2 was a \$14 billion average; do you recall that?

3 MR. BOYLE: Yes, sir. I believe it  
4 was \$1400 a foot.

5 MR. ZIMSKY: And Mr. Rankin pointed out  
6 that the proposals in Exhibits B18 -- and let me get  
7 that shared. Okay. Can you see the D18?

8 MR. BOYLE: Yes, sir.

9 MR. ZIMSKY: And the June current cost,  
10 do you know how those were calculated on the capital  
11 plan comparison for Loosey Goosey and Mighty Pheasant?

12 MR. BOYLE: Can you repeat the first  
13 part of that question?

14 MR. ZIMSKY: The June current cost, do  
15 you know how that was --

16 MR. BOYLE: Yes, sir. Those -- yes,  
17 sir. Those are our current costs that we're using to  
18 develop this acreage. It's what we would use if we  
19 going to drill these wells tomorrow. They're going to  
20 be the -- our new AFE would be very similar to those  
21 numbers.

1 MR. ZIMSKY: And if you drilled your  
2 wells six months from now, those costs would change;  
3 correct?

4 MR. BOYLE: Yeah. They could -- they  
5 could change somewhat, but I wouldn't expect them to  
6 change a lot. But they could change some, depending  
7 on timing.

8 MR. ZIMSKY: And can you explain why  
9 these current costs are less than the average that was  
10 presented in the investor relation presentation that  
11 Coterra made in the last several days?

12 MR. BOYLE: Yes, sir. So it is an  
13 average which directly means there is costs above and  
14 below that number. And currently, in our inventory,  
15 we have -- or we're drilling a significant one-mile  
16 development.

17 And with a one-mile development, those  
18 costs are higher so you're going to see a higher  
19 average cost which is dragging that up to 1400.

20 Not only that, but a lot of those wells  
21 are in southern Lea County. And we have a more

1 expensive well bore design in the Wolfcamp down there,  
2 as well as a larger frac. And with that, the costs  
3 are higher compared to what we would see with these  
4 wells.

5 MR. ZIMSKY: So the June current cost  
6 listed on D18 is an accurate estimation of the cost  
7 that it would -- that Cimarex would incur in drilling  
8 the wells as shown on Exhibit D18?

9 MR. BOYLE: Yes, sir.

10 MR. ZIMSKY: That's all the questions  
11 that I have. I tender the witness.

12 MS. ORTH: Thank you, Mr. Zimsky.

13 Mr. Rankin, do you have questions of  
14 Mr. Boyle?

15 MR. RANKIN: Good afternoon, Mr. Boyle.  
16 How are you?

17 MR. BOYLE: Great.

18 MR. RANKIN: Just a couple questions.  
19 I understand that Cimarex here is proposing to use a  
20 single battery for all of its wells in this  
21 development project, the Loosey Goosey and the Mighty

1 Pheasant; correct?

2 MR. BOYLE: Yes, sir.

3 MR. RANKIN: And in your testimony, you  
4 say that there's going to be -- and I'm looking at  
5 Paragraph 11.

6 You say there's going to be -- oops.  
7 One second. I've got the wrong -- sorry. Thought I  
8 had the right one.

9 MS. ORTH: It's only two sentences. I  
10 can read it to you.

11 MR. RANKIN: I know. I'm getting slow.  
12 Sorry. All right. Paragraph 11.

13 At the start there, it says that  
14 "Cimarex will use a single battery" -- okay -- which  
15 you discussed with Mr. Zimsky.

16 And then it goes on to say for all the  
17 27 to 34 wells that Cimarex intends to drill as part  
18 of the MPLG Development Plan -- I understand that to  
19 be -- MP being Mighty Pheasant; LG being Loosey  
20 Goosey.

21 Now I'm trying to get a figure on this,

1 because I think I asked Ms. Mueller and I got an  
2 answer that we were up now from 24 wells to 30.

3 And now, I read in your testimony it's  
4 potentially up to 34. And I'm wondering; is that your  
5 understanding as well?

6 MR. BOYLE: I believe that's a typo.  
7 That should be 30.

8 MR. RANKIN: Okay. That answered my  
9 question there.

10 Now has Cimarex ever used a single  
11 battery for 30 wells before in New Mexico?

12 MR. BOYLE: In New Mexico, we are very  
13 close to that. I'm trying to remember the exact  
14 number.

15 We're above 20 on one of our  
16 facilities. I can't remember exactly how many are in  
17 it. It's close, though.

18 MR. RANKIN: But so far, not yet?

19 MR. BOYLE: Yes, sir.

20 MR. RANKIN: Has Cimarex done an onsite  
21 with the BLM to confirm approval for its locations?

1 MR. BOYLE: Yes, sir.

2 MR. RANKIN: Are you guys a member  
3 of -- and I'm going to mangle it, but you can correct  
4 me -- the CCA or CCAA or whatever it is? The  
5 conservation agreement dealing with native species?  
6 Are you guys --

7 MR. BOYLE: Yes, sir. We are.

8 MR. RANKIN: -- a member?

9 MR. BOYLE: Yes, sir. We are enrolled  
10 in the Candidate Conservation Agreements. Yes, sir.

11 MR. RANKIN: No matter how many times  
12 I've heard that, I can never get it into my head.

13 Now did you also then do a meeting with  
14 the representatives that help manage that program?

15 MR. BOYLE: We are currently working  
16 with them. Yes, sir.

17 MR. RANKIN: Have you met with them yet  
18 on those locations?

19 MR. BOYLE: I'm not sure.

20 MR. RANKIN: Okay.

21 MR. BOYLE: That would be with the

1 regulatory department.

2 MR. RANKIN: I'm sorry. Say that  
3 again?

4 MR. BOYLE: It would be with the  
5 regulatory department.

6 MR. RANKIN: So to your knowledge, you  
7 don't whether you've had that meeting? Or whether --

8 MR. BOYLE: Right.

9 MR. RANKIN: -- those locations have  
10 been approved for any the dunes lizard issues or other  
11 potential issues in the area?

12 MR. BOYLE: Yes, sir.

13 MR. RANKIN: Okay. So based on that,  
14 it's possible -- I suppose -- that they may recommend  
15 that you move some of your facilities or locations; is  
16 that fair to say?

17 MR. BOYLE: I mean, we've had our  
18 onsite. Yeah. I'm not sure.

19 MR. RANKIN: Okay. Now you mentioned  
20 in your testimony that Cimarex is going to spend an  
21 additional sum for tankless surge vessels, an

1 additional sum for line containment.

2 Are those additional costs that you  
3 call out included in the AFEs that were initially  
4 proposed with the well proposals?

5 MR. BOYLE: The original? The very  
6 original ones, they would not be. That would be with  
7 the new updated cost that we were just talking about.

8 MR. RANKIN: Okay.

9 MR. BOYLE: And those costs are --  
10 they're not necessarily just for surge vessels and  
11 containment.

12 That's a plethora of things that we're  
13 doing to go above and beyond to make sure that we  
14 don't have spills or emissions, et cetera.

15 MR. RANKIN: You just called out a  
16 couple of them in your testimony, but there may be  
17 other costs that are going to up the AFE to --

18 MR. BOYLE: Oh, no, sir. That -- that  
19 covers it. I didn't list out every single thing that  
20 was inside that cost.

21 MR. RANKIN: Okay. All right.

1                   No further questions.

2                   MS. ORTH: All right. Thank you, Mr.  
3 Rankin.

4                   Now let me pause for a moment to see if  
5 there are questions by any other party entering an  
6 appearance. No.

7                   Mr. Zimsky, do you have a follow-up  
8 before I turn to Mr. Garcia?

9                   MR. ZIMSKY: Yes.

10                  I'm going to share that Exhibit D18 one  
11 more time. And this is going to the question Mr.  
12 Rankin asked about Paragraph 11. Cimarex will use a  
13 single battery for all 27 -- now, you've corrected it  
14 to 30.

15                  Should it be 24 to 30? These upper  
16 Second wells, are they -- the note says, you know,  
17 you're not sure going to drill those depending on the  
18 data you get from the other wells.

19                  So should this read: "Cimarex will use  
20 a single battery for all of 24 to 30 wells" instead of  
21 27 to 33, I think it was?

1 MR. BOYLE: Yes, sir. I believe  
2 that's correct.

3 MR. ZIMSKY: Okay. And that's the  
4 only -- I just wanted to get that clarified. Thank  
5 you.

6 And that's all the questions I have.

7 MS. ORTH: All right. Thank you, Mr.  
8 Zimsky.

9 Mr. Garcia?

10 MR. GARCIA: I just have a few.

11 Looking at your Exhibit C2. I guess  
12 out of curiosity, is this facility in New Mexico?

13 MR. BOYLE: The one specifically isn't,  
14 but we do have other tankless facilities in New  
15 Mexico.

16 MR. GARCIA: Okay. Mr. Rankin talked  
17 about the CCA. If they have issues with the site, is  
18 the goal to find another location that would still  
19 suit a one essential tank battery? Or would you --

20 MR. BOYLE: Yes. Yeah. I would expect  
21 us to continue to keep one tank battery. And if we

1 needed to move it for the lizards, we would.

2 MR. GARCIA: What's the safety factor  
3 and design for this tank battery?

4 Or basically, I guess my question is:  
5 The initial design of this tank battery, is it going  
6 to have capacity if future Wolfcamp wells are drilled?  
7 Or will it need to be upgraded?

8 MR. BOYLE: No, sir. I would expect  
9 the first time to be able to cover all of the -- the  
10 future. If it needed to be upgraded, it would be  
11 minimal.

12 MR. GARCIA: And then, you guys have  
13 takeaway for all of the emulsion, oil, gas, water?

14 MR. BOYLE: We are -- we have proposals  
15 back right now that we're looking through.

16 MR. GARCIA: And those proposals would  
17 be 100 percent takeaway for gas and water?

18 MR. BOYLE: What do you mean, 100  
19 percent?

20 MR. GARCIA: So basically, the waste  
21 rule went out which I'm sure you probably heard a few

1 times.

2 One of the big things OCD is on is  
3 reducing venting and flaring, which I'm assuming this  
4 exhibit's discussing?

5 So when you submit APDs, there's a  
6 natural gas management plan. And on there, you  
7 certify that you have 100 percent takeaway.

8 Or you submit an additional plan of  
9 what you're going to do with the gas that you don't  
10 have takeaway for, such as powering generators, heater  
11 treaters, et cetera.

12 MR. BOYLE: Yes, sir. We would have  
13 100 percent takeaway. We permit zero flaring, zero  
14 routine flaring so we would not -- we would have 100  
15 percent takeaway.

16 MR. GARCIA: And then you said you're  
17 working on water takeaway, too? Reduced water?

18 MR. BOYLE: Yes, sir. We're working on  
19 all of it. There will be no trekking from this  
20 facility.

21 MR. GARCIA: Your Exhibit C2 also says

1 shale bows in during highline pressure. How are you  
2 guys doing that? Is that just setting your back  
3 pressure valves?

4 MR. BOYLE: No. We're actually  
5 shutting the wells in. We have automated valves on  
6 the well head that would be shutting the wells in if  
7 we have highline pressure.

8 MR. GARCIA: Yeah. I guess that's what  
9 I meant, is your back pressure sees highline pressure  
10 and your SCADA systems are shutting it in?

11 MR. BOYLE: Correct.

12 MR. GARCIA: And also hitting on the  
13 waste rule since that's one of our big topics in  
14 recent years, how often do you guys do AVO inspections  
15 on these at the facilities?

16 MR. BOYLE: We're doing them pretty  
17 often. I'm not exactly sure what the exact cadence  
18 is.

19 MR. GARCIA: And is it always AVOs? Or  
20 do you guys use any other systems, like fenceline  
21 monitoring?

1 MR. BOYLE: We do more than that. We  
2 do AVOs. We also do a Bridger flyover. We have a  
3 plane that flies over that checks our facilities.

4 We also have the OGI cameras that we go  
5 out and check them on a certain cadence. We have an  
6 entire maintenance program that's based around  
7 checking these facilities to make sure there's no  
8 leaking.

9 Which is really the benefit of our  
10 tankless facility, because we have no high-risk  
11 emission devices on this facility.

12 So as far as like our OGI findings, we  
13 would expect it to be zero off of the closed vent  
14 system where you'd typically see the majority of your  
15 emissions.

16 MR. GARCIA: And if a vent or spill is  
17 detected, you guys have a pretty solid plan for  
18 submitting 129s, preventing flaring, or 141s for  
19 spills?

20 MR. BOYLE: Yes, sir.

21 MR. GARCIA: Okay. I believe that's

1 all my questions.

2 MS. ORTH: Thank you, Mr. Garcia.

3 Ms. Thompson?

4 MS. THOMPSON: I have no questions.

5 MS. ORTH: All right. Thank you.

6 Anything further for this witness on  
7 this day?

8 MR. ZIMSKY: Madam Hearing Examiner, I  
9 have one question.

10 MS. ORTH: Go ahead.

11 MR. ZIMSKY: Mr. Garcia asked you  
12 about, you know, leak detection. And one of the  
13 things you said is that you have a plane that flies  
14 overhead. I assume that can detect -- has  
15 instrumentation to detect leaking?

16 MR. BOYLE: Yes, sir.

17 MR. ZIMSKY: That's the only question I  
18 had.

19 MS. ORTH: All right. Thank you for  
20 that, Mr. Zimsky.

21 If there's nothing else, Mr. Boyle, I

1 thank you for your testimony.

2 Ewe have just about six minutes before  
3 we need to adjourn for the day. We'll start again  
4 tomorrow morning at 8:30. Is there anything we should  
5 talk about?

6 Any question that we'll be able to  
7 finish tomorrow with the other five witnesses?

8 MR. GARCIA: I have a simple question.  
9 Do we use the same link to join tomorrow? Or is it a  
10 different link?

11 MS. ORTH: Marlene?

12 MS. SALVIDREZ: It is a different link  
13 and it is on the docket.

14 MR. GARCIA: Okay. I am bad at  
15 looking. I am sorry, Marlene.

16 MS. SALVIDREZ: That's okay.

17 MS. ORTH: Thank you, Marlene.

18 Anyone have any question about whether  
19 we'll be able to finish tomorrow? We have five other  
20 witnesses.

21 MR. RANKIN: I think with our

1 streamlined approach, Madam Hearing Officer, where  
2 we're just going right to rebuttal and into  
3 examination; I think I have every expectation that  
4 we'll finish tomorrow.

5 MS. ORTH: All right. Well --

6 MR. ZIMSKY: I concur. I think we  
7 will.

8 MS. ORTH: Okay. Well, thank you, Mr.  
9 Rankin and Mr. Zimsky.

10 Let's adjourn for the evening, then.  
11 And we'll see you on the platform by 8:30. Thank you  
12 all.

13 (Whereupon, the meeting concluded at  
14 4:30 p.m.)

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I, DANA FULTON, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



DANA FULTON  
Notary Public in and for the  
State of Missouri

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MARIE HELLER

[& - 23515]

<b>&amp;</b>	<b>100</b> 233:17,18 234:7,13,14	<b>19</b> 28:17,17 79:6	148:13 190:4
<b>&amp;</b> 5:8,17 28:10 30:13,16 31:4 31:13,19 32:10 32:16 34:8 38:12 43:12,18 43:19,21,23 44:10,13 45:1 61:17 64:5 79:23 112:8 118:2,10,10,15 118:16,17,20 119:1 120:6,17 120:20 121:4 130:11 149:8 149:14,16 150:1 162:11 208:17	<b>11</b> 84:14 131:15 185:14 226:5,12 231:12 <b>11.1</b> 70:15 <b>12</b> 29:18 72:24 161:21 169:6 <b>1200</b> 9:23 <b>129s</b> 236:18 <b>13</b> 16:3 67:19 71:23 72:4 <b>14</b> 29:19 68:15 68:25 69:4 223:2 <b>1400</b> 68:11,18 223:4 224:19 <b>141s</b> 236:18 <b>14th</b> 41:21 73:10 84:22 87:4	<b>19-34</b> 29:5 <b>195</b> 202:14 <b>1979</b> 31:12 45:9,11,17 46:13,24 59:11 60:1,18 62:12 62:16 121:14 122:7,12 <b>1:30</b> 88:10,14 <b>1st</b> 84:19	<b>204</b> 65:24 <b>20th</b> 9:7 69:23 <b>214</b> 3:7 <b>22</b> 196:13 <b>22853</b> 17:20 <b>23</b> 3:5 159:7 <b>23295</b> 17:20 211:11 <b>2341</b> 24:12 <b>23448</b> 1:4 5:3 24:12 25:21 152:4 218:15
<b>0</b>		<b>2</b>	<b>23449</b> 1:4 <b>23450</b> 1:4 <b>23451</b> 1:4 25:22 152:4 218:16 <b>23452</b> 1:4 24:18 25:22 152:5 218:16
<b>0</b> 173:18		<b>2</b> 24:17 36:11 82:7 <b>2.1</b> 48:22 <b>20</b> 28:16 130:18 159:8 161:21 196:13 227:15 <b>200</b> 72:8 <b>2010</b> 15:25 <b>2016</b> 215:20 <b>2017</b> 216:5 <b>2018</b> 215:21 <b>2019</b> 216:5 <b>2021</b> 216:10 <b>2022</b> 65:6,17 68:21 76:10 81:12 85:17 <b>2023</b> 1:11 35:18 57:21,23 58:15 64:24 85:18 90:2 92:1 130:16	<b>23453</b> 1:4 <b>23454</b> 1:5 <b>23455</b> 1:5 5:3,4 24:18 25:22 152:5 218:17 <b>23508</b> 1:6 5:10 <b>23509</b> 1:6 <b>23510</b> 1:6 <b>23511</b> 1:6 <b>23512</b> 1:7 <b>23513</b> 1:7 <b>23514</b> 1:7 <b>23515</b> 1:7
<b>1</b>	<b>15</b> 3:3 90:2 148:13 167:18 177:17 190:4 <b>150</b> 3:6 <b>15th</b> 92:1 <b>16</b> 24:3 <b>16-23</b> 1:3 <b>17</b> 65:17 85:3 86:9,21 <b>175</b> 34:19 <b>17th</b> 83:3,3 <b>18</b> 3:4 16:20 17:25		
<b>1</b> 24:11 25:21 34:19 43:3 48:22 66:14,15 89:16 151:12 161:21 206:11 <b>1.2</b> 67:16 <b>10</b> 16:10 185:14 186:15 186:21 192:9 192:19 <b>10.6</b> 67:13 68:22			

[23516 - 9]

<p><b>23516</b> 1:7  <b>23517</b> 1:7  <b>23518</b> 1:7  <b>23519</b> 1:8  <b>2352</b> 24:24,24  <b>23520</b> 1:8  <b>23521</b> 1:8  <b>23522</b> 1:8  <b>23523</b> 1:8 5:10  <b>2355</b> 24:24  <b>23594</b> 1:5 5:7  24:25 25:8,22  152:5 218:16  <b>23595</b> 1:5  <b>23596</b> 1:5  <b>23597</b> 1:5  25:22 152:5  218:16  <b>23598</b> 1:5  25:23 152:6  218:17  <b>23599</b> 1:6  <b>23600</b> 1:6  <b>23601</b> 1:6 5:7  24:25 25:9,23  152:6 218:17  <b>24</b> 168:13  169:4,7 227:2  231:15,20  <b>25</b> 65:6 72:25  99:4,5  <b>250</b> 206:16  <b>256</b> 37:5  <b>25th</b> 81:11</p>	<p><b>26</b> 97:2,14  111:6 116:7  190:11 192:10  192:19 193:13  195:14 196:1  <b>26522</b> 240:19  <b>26th</b> 96:8  <b>27</b> 185:2,21  187:12 226:17  231:13,21  <b>28</b> 159:7  <b>283</b> 39:19  <b>29</b> 43:9 45:8</p>	<p><b>36</b> 130:1,12,21  <b>3:05</b> 167:17</p>	<p><b>6</b></p>
	<p><b>3</b></p>	<p><b>4</b></p>	<p><b>6</b> 28:7 84:9  169:7 191:11  <b>60</b> 10:5,6 73:22  73:22 74:6  126:17  <b>6031717</b> 1:20  <b>62/180</b> 221:15  222:5  <b>65</b> 49:8</p>
	<p><b>3</b> 24:23 81:21  81:23 82:5  130:21 158:1  <b>30</b> 16:17 37:15  73:22 74:9  168:16 169:3  169:16 170:13  187:1,10 227:2  227:7,11  231:14,15,20  <b>301h</b> 67:7  <b>30427</b> 241:17  <b>31</b> 130:7  <b>33</b> 28:17 162:1  231:21  <b>34</b> 28:17  130:18 159:8  196:14 226:17  227:4  <b>35</b> 16:1</p>	<p><b>4</b> 25:8,21 31:11  36:13 45:12,20  46:15,16,21,25  47:2 58:11  59:14,16 60:25  62:17 63:22  89:12,17 90:11  123:6 151:13  157:21 173:18  <b>44</b> 6:8 33:19  <b>48</b> 15:17 16:9  16:23 164:2</p>	<p><b>7</b></p>
		<p><b>5</b></p>	<p><b>7</b> 186:9,21  <b>72.8</b> 189:17  <b>75</b> 99:2  <b>79</b> 59:13  122:17  <b>7th</b> 81:17</p>
		<p><b>5</b> 26:22 27:8  31:11 34:5  36:2 37:22  38:14 45:12,20  46:15,16,22  47:1,2 57:10  58:12 59:14,16  62:17 63:22  64:3 81:23  97:2,14 99:5  111:6 123:6  125:1 190:11  192:9,19  <b>5,000</b> 62:13  <b>5.6</b> 57:2  <b>50</b> 10:5 34:8  <b>539</b> 39:20</p>	<p><b>8</b></p>
			<p><b>8</b> 31:11 34:6  36:2 38:14  45:13 46:15,22  47:2 57:10  58:12 59:14  62:18 63:22  64:3 125:1  <b>8:30</b> 1:12 238:4  239:11</p>
			<p><b>9</b></p>
			<p><b>9</b> 1:11 6:9 9:17  31:11,25 45:13  46:15,21 47:2  58:12 59:14  62:18 63:22  67:8 118:3</p>

[9 - additional]

<p>185:14 219:9  <b>9,651,993</b> 66:19  <b>9.4</b> 67:8 68:22  <b>95</b> 156:7  164:15 165:7  209:16</p>	<p><b>absolutely</b>  210:21  <b>access</b> 80:8  203:14  <b>accessing</b>  209:19  <b>accordance</b>  59:25 110:5,20  111:13 113:4  <b>account</b> 17:21  59:11 80:21  212:7,12,14  <b>accountability</b>  121:9  <b>accounted</b>  168:20  <b>accurate</b> 25:15  71:16 151:20  160:19 194:2  200:17 201:6  201:10,20  218:7 225:6  240:9 241:5  <b>accustomed</b>  72:2  <b>achieve</b> 16:18  <b>acquire</b> 121:5  171:5  <b>acquired</b> 43:18  43:19 44:3  58:10  <b>acquires</b> 121:4  <b>acquiring</b>  43:23</p>	<p><b>acquisition</b>  44:12 118:10  118:15  <b>acreage</b> 18:15  20:13 22:18  28:14,19 31:1  33:1,14,15  45:3,5 46:7,12  47:8,13,17  60:2,22 61:25  61:25 79:14  80:19 83:8,24  85:21 86:3,13  86:17 118:3,4  170:6 212:6  223:18  <b>acres</b> 29:10  46:1 49:21  <b>act</b> 17:4 21:13  136:16 137:4,5  138:2  <b>acting</b> 204:21  <b>action</b> 240:12  240:16 241:8  241:12  <b>activations</b>  71:25  <b>active</b> 15:12  28:22,23 29:15  130:12 131:3  <b>actively</b> 15:24  163:15  <b>activities</b> 44:18  84:1 85:2</p>	<p><b>activity</b> 29:16  44:25  <b>actual</b> 69:2  74:11,12 161:8  175:18 182:3,5  204:17  <b>actually</b> 9:16  14:20 48:5  51:21 54:8  57:9 64:15  68:24 69:13  74:25 82:6  85:14 90:3  103:6 109:12  157:9 170:15  175:10,14  187:3 196:12  203:2 220:15  235:4  <b>actuals</b> 69:5  <b>adam</b> 2:10 4:18  146:1 203:17  <b>add</b> 87:14  139:21  <b>added</b> 9:4  <b>adding</b> 124:14  166:12  <b>addition</b> 34:23  84:4 123:5  <b>additional</b> 9:9  10:7 11:1  27:14,15 42:3  42:4 93:13,14  129:11 130:14  161:17 166:12</p>
<b>a</b>			
<p><b>a.m.</b> 1:12  <b>a1</b> 24:15,21  25:3,11,20  180:20 195:11  207:16  <b>a10</b> 24:15  25:20 36:21  56:24 57:15  <b>a2</b> 173:5  <b>a3</b> 65:2  <b>a7</b> 25:11  <b>a8</b> 24:21  <b>a9</b> 34:20 35:12  36:5 56:19,20  57:9  <b>abilities</b> 136:2  <b>ability</b> 42:3  43:21 240:10  241:7  <b>able</b> 33:9 44:4  44:5 66:13  109:14 162:5  204:3,5 213:2  233:9 238:6,19  <b>above</b> 93:6  224:13 227:15  230:13</p>			

[additional - allowed]

<p>168:20 169:1 170:8,8,10 171:1,5 220:11 220:17 229:21 230:1,2 234:8</p> <p><b>additionally</b> 127:16</p> <p><b>address</b> 9:24 10:12,16,21 17:16 33:20 36:12 100:3 138:5</p> <p><b>addressed</b> 9:12 17:14 27:13 92:5 99:21</p> <p><b>addresses</b> 36:13 43:4 46:13 184:19</p> <p><b>addressing</b> 72:15</p> <p><b>adjacent</b> 130:19</p> <p><b>adjourn</b> 238:3 239:10</p> <p><b>adjusted</b> 55:11 55:16 59:25 60:15</p> <p><b>adjustment</b> 48:15</p> <p><b>adjustments</b> 16:16 35:9 124:9</p> <p><b>administrative</b> 101:12</p>	<p><b>admitted</b> 25:23 26:5 152:6,13 219:2</p> <p><b>adopt</b> 14:4 22:20</p> <p><b>adopted</b> 37:24</p> <p><b>adopting</b> 7:18</p> <p><b>advance</b> 8:23 78:8</p> <p><b>afe</b> 67:5,19 125:13 146:3 223:20 230:17</p> <p><b>afes</b> 65:13 67:23 69:10,20 108:16 125:10 126:2 144:16 145:20 146:6 230:3</p> <p><b>affect</b> 71:24 122:20 124:10</p> <p><b>affected</b> 78:24 85:7</p> <p><b>affidavit</b> 73:10</p> <p><b>affirm</b> 23:11 150:16 214:20</p> <p><b>affirmed</b> 5:15 14:20 40:20 41:14 72:25 76:4 84:19 218:1,11</p> <p><b>afternoon</b> 11:23 120:1 168:4 202:13 214:16 215:6 225:15</p>	<p><b>ago</b> 11:10 31:21 68:23</p> <p><b>agree</b> 12:24 26:18,19 28:12 28:24 43:25 44:7 47:1 53:19 61:5,18 61:21,23 62:5 62:8,9 63:24 67:17 68:17 71:3 75:12 79:3,10,20 80:15,20 85:19 92:10 98:14 105:18 111:17 113:19 114:18 116:2,8,9,13 121:8 134:21 137:1,2 186:4 186:6,12 188:15 189:14 193:5,8,12 200:2,18 201:7 201:13 207:10 207:13</p> <p><b>agreed</b> 5:24 7:16 14:16 190:9</p> <p><b>agreement</b> 31:12,17,24 41:17 44:5 45:10,11 46:7 46:13,20 47:2 47:4,6,12 50:9 51:20 54:22</p>	<p>60:19 62:15,20 121:15,15,17 121:20 122:1,3 122:7,7,10,12 228:5</p> <p><b>agreements</b> 228:10</p> <p><b>agrees</b> 6:20</p> <p><b>ahead</b> 15:4 23:18 49:9 55:24 78:22 102:17 118:16 118:21 148:5 151:3 168:3 211:5 237:10</p> <p><b>ahold</b> 32:24</p> <p><b>aim</b> 157:10</p> <p><b>alignment</b> 58:24</p> <p><b>allied</b> 124:2</p> <p><b>allocate</b> 73:15</p> <p><b>allocated</b> 110:1 110:19 111:13</p> <p><b>allocating</b> 165:14 217:5</p> <p><b>allocation</b> 27:18,21 201:16,20 202:1</p> <p><b>allocation's</b> 110:15</p> <p><b>allow</b> 6:13 138:9 201:19</p> <p><b>allowed</b> 136:20 138:4</p>
---	---	---	---

[allowing - arena]

<p><b>allowing</b> 16:14  <b>allows</b> 16:14  <b>alluded</b> 201:17  <b>amount</b> 9:24  16:18 29:8  39:15,18 75:3  78:13 98:1  121:9 165:8,19  173:6 192:7  193:9 200:16  <b>amounts</b> 72:3  <b>analog</b> 197:16  <b>analogizing</b>  184:12  <b>analogous</b>  156:17 157:17  157:19 158:7  162:21 171:6  200:10,14  <b>analog</b>s 159:2  <b>analogy</b> 157:14  <b>analysis</b> 182:13  184:20 187:14  193:2  <b>answer</b> 144:19  161:6 175:16  227:2  <b>answered</b>  227:8  <b>answering</b>  102:9,10  <b>answers</b> 59:18  <b>anticipation</b>  97:1</p>	<p><b>anybody</b> 78:23  108:7  <b>anymore</b> 30:2  75:18  <b>anyway</b> 9:6  167:16  <b>apache</b> 184:18  <b>apartments</b>  31:22  <b>apds</b> 76:4,9,16  76:22,22,25  77:5 78:7,22  80:10,13 84:2  234:5  <b>apologize</b> 25:6  64:8 91:4  148:2 167:10  167:11,14  <b>appealing</b> 38:8  <b>appear</b> 14:2  55:21 90:1  221:3  <b>appearance</b> 4:9  4:12,17 26:4  119:14 120:2  198:15 231:6  <b>appeared</b> 48:4  <b>applicable</b>  25:20 87:9  <b>application</b>  74:24 86:11  104:12 144:20  144:21 145:9  194:21</p>	<p><b>applications</b>  5:1,5,8,12  16:11 22:25  32:8 81:16  82:16,23,24  84:14 105:3,5  <b>apply</b> 27:23  87:12  <b>appreciate</b>  22:24 40:22  41:4 42:8  213:2 214:3  <b>apprised</b> 78:9  <b>approach</b> 16:8  16:13 22:7,11  82:1 166:1,2  239:1  <b>approaches</b>  159:19  <b>appropriate</b>  12:16 14:12  133:10 138:9  <b>appropriately</b>  167:13  <b>approval</b> 22:24  227:21  <b>approved</b>  76:19 77:5  78:4 229:10  <b>approves</b>  194:20  <b>approximately</b>  15:20 57:2  97:2 186:1  192:10</p>	<p><b>april</b> 4:12  82:17 216:10  <b>area</b> 15:9,13,23  16:5 22:13  28:23 29:15,20  29:24 30:2,14  32:3 46:14  70:14,22 76:23  77:2,6,8,11,12  77:16,17,21  78:5,12,21  79:2,9 80:23  83:23 84:1,14  85:9 86:4  107:4 115:5  117:7,9,13  126:13 130:12  131:3 132:8,16  133:1,17  134:20 138:11  153:10 161:8  162:21 163:9  166:9,20  182:10 183:4  185:2,18  187:21 188:6  189:4 196:9  203:1 206:11  212:2,4 229:11  <b>areas</b> 22:14  78:14 79:24  107:17 158:17  173:5 186:16  <b>arena</b> 101:14</p>
--	--	--	---

[argue - background]

<p><b>argue</b> 27:17 57:15,16 156:4</p> <p><b>argument</b> 138:21</p> <p><b>arguments</b> 11:13 96:6,13 138:18 141:12</p> <p><b>arrive</b> 137:15</p> <p><b>art</b> 175:21</p> <p><b>articulate</b> 185:16</p> <p><b>aside</b> 11:17 37:8</p> <p><b>asked</b> 28:2 64:8 120:16 121:13 123:9 141:10 142:9 147:20 211:19 227:1 231:12 237:11</p> <p><b>asking</b> 8:21 64:8 102:6 210:13</p> <p><b>asks</b> 17:18</p> <p><b>aspect</b> 133:18 190:19</p> <p><b>aspects</b> 104:5</p> <p><b>assess</b> 16:15</p> <p><b>assessed</b> 56:24</p> <p><b>assessment</b> 160:19 175:1 183:2,9,15 191:2 201:6</p> <p><b>assessments</b> 67:24</p>	<p><b>assign</b> 38:16</p> <p><b>assigned</b> 52:19 57:2</p> <p><b>assigning</b> 143:10</p> <p><b>assignment</b> 52:16 112:10 142:13</p> <p><b>assigns</b> 186:9 186:14</p> <p><b>assisting</b> 4:20</p> <p><b>associated</b> 49:18,21 217:15</p> <p><b>associates</b> 38:13 64:5 112:8</p> <p><b>assume</b> 131:6 237:14</p> <p><b>assumes</b> 163:4 183:10</p> <p><b>assuming</b> 73:21 234:3</p> <p><b>astounding</b> 15:16,19</p> <p><b>attached</b> 218:6 218:12</p> <p><b>attachment</b> 217:8</p> <p><b>attacking</b> 22:6</p> <p><b>attempt</b> 13:25</p> <p><b>attendees</b> 2:2</p> <p><b>attention</b> 43:8 45:7 167:12</p>	<p><b>attorney</b> 27:12 240:14 241:10</p> <p><b>attorneys</b> 6:1 57:16</p> <p><b>attributable</b> 116:8 192:8</p> <p><b>attributed</b> 179:4</p> <p><b>audible</b> 92:2</p> <p><b>audio</b> 240:8 241:3</p> <p><b>august</b> 1:11 65:6,17 66:24 68:21 81:11 84:19</p> <p><b>automated</b> 235:5</p> <p><b>available</b> 36:18 167:4</p> <p><b>average</b> 68:10 68:16,24 70:7 186:15 222:17 223:2 224:9,13 224:19</p> <p><b>avo</b> 235:14</p> <p><b>avoid</b> 102:19 207:4</p> <p><b>avoidable</b> 18:1</p> <p><b>avos</b> 235:19 236:2</p> <p><b>aware</b> 60:22 68:9,12 85:13 86:16 117:18 144:15 145:19 196:8 205:5,18</p>	<p>207:18 213:8</p> <p><b>awesome</b> 49:2</p> <p style="text-align: center;"><b>b</b></p> <p><b>b</b> 151:13,15 152:3 215:5</p> <p><b>b1</b> 151:16 152:4</p> <p><b>b10</b> 177:20 182:13 184:15 185:6</p> <p><b>b18</b> 223:6</p> <p><b>b23</b> 156:4</p> <p><b>b24</b> 151:16 156:4 203:2</p> <p><b>b4</b> 152:4 162:19 166:6 202:14</p> <p><b>b6</b> 176:7</p> <p><b>b7</b> 174:2,4 176:15</p> <p><b>back</b> 4:12 6:24 7:15 47:20 64:19 66:21,24 68:21 75:20 87:10 135:11 140:11 150:1 164:14 167:17 197:2 198:11 206:6,14 207:1 207:14 221:3,8 221:15 233:15 235:2,9</p> <p><b>background</b> 215:17</p>
--	--	--	--

[bad - best]

<p><b>bad</b> 121:6 213:5 238:14 <b>baffle</b> 153:13 154:7 156:5 173:2,7 175:8 175:18 176:3 176:14,16,19 202:18,19,20 203:1,5 207:15 <b>baffles</b> 153:20 154:5,11,13,15 154:17 170:20 172:12,14,15 173:9,19 174:5 176:12 177:6 177:11 209:18 <b>balance</b> 124:11 <b>bane</b> 83:3 156:15,17 157:14,17,19 158:4 186:16 187:13 199:2,6 221:20 222:4,8 <b>barrel</b> 166:4 168:12,18 169:4 <b>barrier</b> 18:24 20:18 175:6,8 175:19 176:4 <b>barriers</b> 18:16 18:17 177:6 <b>basal</b> 16:2 18:17 154:2 166:7 174:9 200:13</p>	<p><b>base</b> 115:13 159:21 171:14 178:3,12,16 179:6 <b>based</b> 7:2 26:18 40:7 41:6 54:19,25 55:10 55:14 58:25 62:3 67:24 81:7 97:9 111:18 123:2 125:5,17 131:6 131:17 139:18 168:11 178:7 188:14 193:1 193:14 201:5 210:12 229:13 236:6 <b>basically</b> 7:6 8:14 82:15 83:22 84:10 97:12 110:11 125:13 128:15 134:19 136:3 139:19 141:20 144:7 172:14 185:16 186:4 200:16 204:20 205:8 233:4,20 <b>basin</b> 153:17 159:16 182:6 219:16 <b>basis</b> 9:3 10:18 22:19 37:14 39:17 49:5</p>	<p>59:3,9,18 62:2 62:6,10,24 63:8,9,16,19 71:14 79:12 81:5 104:10 118:9 127:17 128:4 178:12 184:6 191:15 193:18 204:9 <b>batman</b> 156:18 157:14,17 158:10 171:18 <b>battery</b> 220:3,4 220:18 221:4 225:20 226:14 227:11 231:13 231:20 232:19 232:21 233:3,5 <b>battle</b> 31:9 <b>bear</b> 159:11 161:6,19 199:11 <b>bedded</b> 174:14 174:18 <b>beginning</b> 49:4 <b>behalf</b> 5:22 119:15 120:7 142:12 <b>behavior</b> 44:10 44:11 121:10 <b>behm</b> 2:16 39:24 71:20 96:3 100:12 115:17 117:8 117:21 119:8</p>	<p>126:10 156:9 184:18 186:1 197:14 198:3 <b>behm's</b> 117:13 186:8 196:9,18 <b>believe</b> 9:11 16:12 45:9 55:9 60:24 73:10 87:15 94:3 102:5,8 135:15 136:3 141:15,19 146:20 162:19 164:2 173:13 184:12 191:2 193:1 201:17 207:7 208:19 218:13 223:1,3 227:6 232:1 236:21 <b>believed</b> 103:6 <b>believes</b> 93:11 159:5 <b>bella</b> 2:19 <b>benches</b> 117:3 117:7 <b>benefit</b> 21:1 39:3,4,12 70:18 73:2 165:12 236:9 <b>best</b> 16:4 25:16 42:15 85:24 102:19 151:20 166:3 178:21 182:17 197:15</p>
---	--	--	--

[best - boyle]

218:7 240:9 241:6 <b>better</b> 6:14 20:15 172:11 184:4 185:5 <b>beyond</b> 230:13 <b>big</b> 19:24 186:20,20 234:2 235:13 <b>bigger</b> 177:5 <b>biggest</b> 156:1 <b>bill</b> 214:11 <b>billion</b> 15:20 223:2 <b>binding</b> 121:20 <b>bit</b> 13:20 28:23 32:14 38:1,3 67:15 72:7 75:19 83:22 89:19 91:19 93:17 94:8 99:14 106:4 114:1 123:9 125:17 126:15 135:20 148:8 157:8 172:11 175:21 177:11 177:13 179:16 184:10 186:2 208:2 <b>black</b> 115:18 157:18 158:3 158:12 165:10 184:17 185:1 187:12 193:2	197:13 198:6 <b>blake</b> 2:7,11 4:12 120:6 <b>blast</b> 16:9 <b>blend</b> 142:10 <b>blm</b> 77:8 227:21 <b>blow</b> 202:20 <b>blue</b> 35:25 <b>bone</b> 15:15 16:2,6 18:18 18:22 19:7,10 20:6,9,10,15,22 20:24 21:1,16 21:18 22:16 24:13,19 27:20 34:2,4,10 35:1 38:7,17,25 39:3 43:4 53:9 57:11 61:24 62:6,10,25 63:6,14 64:1 64:10,12,25 65:20 66:18,23 67:6 70:2,12 82:1,20,23 84:12,15 87:8 87:12 90:21 92:18,19 93:4 93:7,13,21 94:2,4,5 97:3 97:16 98:10 99:2,3,8,10 100:14,17,18 103:7,9,16,18	104:17,18 105:1,2,3,11 106:15,18,20 107:9,10,11 108:6 109:4 110:1,18 111:3 111:19 112:7 112:11,13,17 113:2,3,5,8,11 114:3,8 115:12 116:8,13 124:16,21 127:7 128:1,5 128:16,21 129:14 130:2 130:13,15 131:7 132:7,13 132:16 133:1 134:14,20 135:3 136:20 141:17,21 142:10 143:19 144:2,8 145:10 153:14 154:19 155:6,17 157:1 158:1,11 162:10 164:13 166:8 168:21 168:21 169:5 172:6,8 173:2 174:6,9 176:9 176:9,10 177:2 177:8,19 178:1 178:9,11,13,16 178:16 180:15	181:14 182:14 182:19 183:12 183:17 187:20 188:9 189:13 190:6,12 191:21 192:1 192:13,20 194:5 195:1,1 195:5,7,11,15 196:16 197:10 197:18 199:10 199:15,19 201:3 204:20 207:9 208:18 211:9,16,21 212:3,6,20 <b>bones</b> 143:20 <b>bore</b> 109:2 166:21 212:16 225:1 <b>bores</b> 68:11 165:6 <b>bottom</b> 57:9 77:22 157:3 179:15,16,18 180:9 183:17 183:18 184:4 <b>boundary</b> 20:5 22:3 <b>bows</b> 235:1 <b>boyle</b> 2:14 3:7 214:17,19 215:1,4,4,8,10 215:15,18 216:3,14,19
---	---	---	---

[boyle - case]

<p>217:1,6,9,11                  218:3,9,12                  219:3,7,15,21                  220:6,10,21                  222:1,14,21                  223:3,8,12,16                  224:4,12 225:9                  225:14,15,17                  226:2 227:6,12                  227:19 228:1,7                  228:9,15,19,21                  229:4,8,12,17                  230:5,9,18                  232:1,13,20                  233:8,14,18                  234:12,18                  235:4,11,16                  236:1,20                  237:16,21  <b>bradford</b> 158:8                  159:3 179:10  <b>bradford's</b>                  153:19 155:20                  156:11 161:5                  162:13 163:2                  179:13  <b>break</b> 20:5                  62:18 63:6,19                  88:6,9,10,20                  167:11,14,16                  167:18  <b>breakdown</b>                  49:14 56:8,18                  57:5 58:22                  61:3</p>	<p><b>breakdowns</b>                  47:25 59:9                  61:19  <b>breakout</b> 64:15  <b>breaks</b> 19:19  <b>bridger</b> 236:2  <b>brief</b> 97:1                  190:21 191:11                  191:15,18                  216:1  <b>briefing</b> 102:20                  103:14 138:19                  190:16  <b>briefly</b> 215:16                  216:11  <b>bring</b> 40:10                  213:11  <b>broad</b> 115:9  <b>brought</b> 120:21                  140:11 201:16  <b>bruce</b> 2:9 4:10                  119:15  <b>budget</b> 216:21                  217:2  <b>budgeting</b>                  216:21 217:14  <b>buffer</b> 20:18                  108:7,13,20                  114:12  <b>bunch</b> 75:15  <b>burden</b> 75:5                  127:10,16                  128:9,11  <b>burdened</b>                  126:20 127:16</p>	<p><b>burned</b> 74:23  <b>business</b>                  109:11  <b>butcher</b> 205:8</p> <hr/> <p style="text-align: center;"><b>c</b></p> <hr/> <p><b>c</b> 2:1 3:1 4:1                  23:16 150:21                  215:5  <b>c1</b> 218:13  <b>c14</b> 84:25 87:3  <b>c2</b> 218:13                  232:11 234:21  <b>c5</b> 33:13,17  <b>cadence</b> 235:17                  236:5  <b>caged</b> 214:1  <b>calculated</b>                  223:10  <b>calculation</b>                  175:1  <b>call</b> 6:24 23:3,5                  45:17 87:12                  98:12 150:12                  230:3  <b>called</b> 230:15  <b>calls</b> 205:8  <b>calvin</b> 2:14 3:7                  69:6,20 214:17                  215:4 218:12  <b>cameras</b> 236:4  <b>camp</b> 103:17  <b>candidate</b>                  228:10  <b>capacity</b>                  132:18 233:6</p>	<p><b>capital</b> 217:5                  217:14 223:10  <b>car</b> 174:1  <b>carbonate</b>                  154:8 170:16                  172:16 173:3                  174:1,6,15                  175:11,15                  176:5,14,20,21                  177:3  <b>carbonates</b>                  173:9,13                  175:10  <b>cards</b> 144:16  <b>care</b> 145:4  <b>careful</b> 103:1                  175:7  <b>caries</b> 42:20  <b>carries</b> 7:9  <b>case</b> 1:4 10:23                  13:22 14:23                  21:6 26:16                  40:24 47:23,25                  51:23 53:12                  54:14 56:5                  69:23 70:1,7,9                  70:25,25 76:21                  81:5,5 87:15                  90:11 97:21                  114:11 127:17                  127:17 128:4,4                  134:7 152:20                  211:10,11                  218:15</p>
---	---	--	---

[cases - cimarex's]

<p><b>cases</b> 4:23 5:3,7 5:10,12 15:3,7 17:5,20 18:3 18:10 19:6 24:3,12,13,18 24:19,24,25 25:8,21 36:8 43:5 44:19 45:2,19 46:1,5 49:15 58:12 63:20 80:13 84:2 85:4 86:9 90:12,16 129:18 131:11 131:15 134:6 145:21 152:4 187:13 190:17 202:21 204:2 213:10,11 218:16,17 <b>casing</b> 31:24 <b>catch</b> 19:2 <b>cca</b> 228:4 232:17 <b>cca</b> 228:4 <b>cement</b> 216:4 <b>central</b> 26:17 220:4 <b>certain</b> 54:1,14 121:9 136:21 171:11 192:4 236:5 <b>certainly</b> 14:14 102:15</p>	<p><b>certificate</b> 240:1 241:1 <b>certified</b> 144:16 <b>certify</b> 234:7 240:3 241:2 <b>cetera</b> 144:17 230:14 234:11 <b>chair</b> 2:3 <b>challenge</b> 20:8 <b>challenger</b> 51:5 51:8,11,15 52:8 <b>challenger's</b> 34:24 <b>challenges</b> 15:11 17:14 <b>challenging</b> 15:10 <b>chance</b> 6:10 9:16 100:13 219:4 <b>change</b> 37:6 38:21 53:15 54:19 58:11 75:3 115:8 124:19 224:2,5 224:6,6 <b>changed</b> 10:22 52:8 120:18 <b>changes</b> 75:4 124:14,18 <b>changing</b> 51:9 <b>channelized</b> 163:10</p>	<p><b>charge</b> 142:13 <b>chase</b> 52:23 53:6,17,22 <b>chauvez</b> 134:7 <b>check</b> 160:1 204:8 236:5 <b>checking</b> 160:9 236:7 <b>checks</b> 236:3 <b>child</b> 207:2,4 <b>choose</b> 39:20 139:20 <b>cimarex</b> 5:1,5 5:16,22,24 6:2 6:7,23 7:16 9:9 11:7,14 14:25 15:22 16:9,14 17:7,16,18,21 18:2,9 20:4,8 20:17,23 21:7 21:16 22:15 23:6 27:10,19 28:1 31:6 33:24 37:8,19 38:3 40:23 41:8 43:13 44:10 45:22 52:16 55:23 59:1 68:5,10 68:23 70:8 76:15 79:8,12 79:16,22,24 80:4,16 81:9 81:15,21 82:2 82:19 85:12</p>	<p>87:22 90:14 93:11 94:3 96:13,14 97:16 97:20 103:6,13 104:16 105:5 106:5 107:20 114:13,16 117:2,6,19 118:4,5 124:12 124:15,21 125:2 130:17 131:11 136:19 138:4 140:2 150:13 152:3 159:19 162:15 162:17 163:8 166:6 168:13 171:4 172:4 178:15,19 182:21 191:14 191:19 192:18 196:4,9,12 216:6,8,13,16 222:18 225:7 225:19 226:14 226:17 227:10 227:20 229:20 231:12,19 <b>cimarex's</b> 8:8 10:13 15:21 18:14 22:6,9 22:20,25 24:3 24:7 25:1,9 26:22 37:23 39:4,13 40:14</p>
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[cimarex's - coffman]

48:20 50:1 57:1 58:7 84:11 87:4 96:19 97:1 98:10 103:18 107:8,9 128:20 142:1 151:12 166:1 169:18 190:16 191:11 194:20 197:5 199:15 220:4 <b>circle</b> 186:17 <b>circling</b> 186:5 <b>circulated</b> 8:6,8 8:18 <b>circumstance</b> 12:20 110:18 114:18,19 181:3 <b>circumstances</b> 19:15,22 <b>claim</b> 27:9,9 33:13 36:22 156:14 <b>claiming</b> 129:16 <b>claims</b> 11:13 28:12 33:23 37:22 <b>clarification</b> 41:2 42:8 <b>clarified</b> 95:3,5 232:4 <b>clarify</b> 51:7 92:12 100:3	108:12 147:20 168:10 172:13 202:17 211:4 <b>clay</b> 173:6 <b>clear</b> 13:11 46:10 56:9 58:18 59:5 73:9 141:11 <b>clearly</b> 38:10 133:9 209:14 <b>clemens</b> 219:4 <b>clicked</b> 191:9 <b>clm</b> 38:12 64:4 112:8 141:15 144:3 149:8 <b>close</b> 167:18 227:13,17 <b>closed</b> 236:13 <b>closely</b> 13:4 124:1 <b>closer</b> 68:24 <b>closing</b> 17:19 <b>coded</b> 204:16 <b>coffman</b> 2:17 3:5 23:5,8,9,13 23:16,20,22,22 24:1,5,10,16,22 25:4,13,14,17 26:9,13,14,19 27:7,11,22,24 28:4,13,25 29:17 30:7 31:8 32:12,15 33:17,25 34:17 34:22 35:11,16	36:10,16,19,25 37:20 38:5 39:7,14,24 40:1,4,7,12 41:7,13 42:13 42:14,22 43:6 43:10,25 44:7 44:14,20,23 45:4,14,21,24 46:2,9,18,24 47:3,9,14,18 48:3,7,13,16 49:1,6,11,12,23 50:2,6,15 51:13,24 52:3 52:10,18,25 53:14,19 54:4 54:9,17 55:3,7 55:9 56:1,6,11 56:15 57:8,14 58:9,13,16,20 59:4,10 60:3 60:11,20,24 61:4,9,15,21 62:2,8,12,22 63:1,3,10,21 64:2,6,12,18,23 65:7,11,14,18 65:23 66:1,8 66:12,16,20,25 67:10,14,17,21 67:25 68:2,4,7 68:12,17,20 69:4,12,21,25 70:4,10,16	71:2,7,10,15,22 72:6,12,16,18 72:23 73:7,12 73:17,21 74:1 74:2,14,20 75:2,6,10,12,24 76:2,7,11,14,18 76:24 77:3,12 77:15 78:2,4 78:13,20 79:1 79:10,15,19 80:1,6,14,20 81:4,14,18 82:4,10,13,18 82:22 83:5,9 84:3,17,20,23 85:5,19 86:25 88:17,22 89:1 89:4,21 90:8 90:17 91:2,10 91:17 92:2,4,8 92:16,21 93:18 94:9,14 95:1,3 95:14,19 96:1 96:4,10,17,20 97:6,18 98:2 98:15,18 100:11,21 102:1,2 103:3 103:11 104:2 104:15,21 105:7,14,19 106:17 107:1,6 107:13 108:11 108:20 109:9
--	---	--	---

[coffman - compared]

109:17 110:3,8 110:11,13,16 111:1,4,10,15 111:21 112:5 112:15,20 113:6,19 114:5 114:10,15,19 114:21 115:3 115:15,19 116:3,9,14,17 117:4,9,15,20 118:7,13,19 119:3,9,17 120:12,15 121:2,7,12,21 122:13,16 123:1,5,8,13,16 123:18 124:3,7 124:13 125:4,7 125:15,18,21 126:3,7,12 127:2,6,12,20 128:13,18,21 129:3,13,19,21 130:6,10 131:4 131:9,13,19 132:5,10,19 133:4,8,11 134:5,17 135:1 135:4,7,10 136:18 137:2,6 137:12,16,19 139:16 140:2,5 140:10,14,17 141:3,18 142:2	142:5,8,17,20 143:4,8 144:1 144:6,12 145:20 146:10 146:18 147:3,7 147:11,21 148:1,3,6,7,17 149:1,6,10,12 149:16,19,21 150:7,8 190:1 <b>coffman's</b> 40:15 139:18 168:15 <b>colleague</b> 4:19 75:21 <b>collect</b> 163:13 200:21 <b>collected</b> 164:8 <b>collection</b> 16:14 <b>color</b> 49:17 <b>column</b> 49:25 <b>com</b> 67:7 <b>combination</b> 176:11 181:16 193:4,20 <b>combine</b> 8:2 46:21 47:12 <b>combined</b> 164:18 <b>combo</b> 204:10 <b>combos</b> 203:19 204:1 <b>come</b> 30:19 33:9 37:15,19	38:12 47:20 80:10 115:13 121:11 128:7 155:3 167:17 169:8 192:18 192:20 197:2 206:6,14,21 207:14 221:8 221:14,16 <b>comes</b> 37:5 81:1 108:14 162:4 <b>coming</b> 35:17 86:19 188:9 <b>commence</b> 16:24 167:11 <b>commenced</b> 164:3 <b>commencem...</b> 73:23 74:7 <b>comment</b> 99:18 101:5 179:9 208:6,7 209:10 209:11 <b>commentary</b> 100:5 <b>comments</b> 210:11 211:2 <b>commission</b> 137:13,14 138:6 139:19 140:7 <b>commitment</b> 123:10	<b>committed</b> 48:19 49:25 50:4,6,14 51:19 52:9,15 52:24 53:4,12 54:3,13,15,25 55:2,6 56:9 123:19 146:7 <b>common</b> 19:1 19:13 153:16 173:1,19 <b>communicate</b> 43:21 <b>communication</b> 50:8 93:7 100:16 104:4 132:3,11 133:3 133:16 145:12 176:8 177:1 192:5 <b>communicati...</b> 29:1 44:4 132:7 <b>companies</b> 30:9 30:9 37:10 <b>company</b> 23:6 121:3,4 131:2 150:13 <b>comparable</b> 66:6 <b>compared</b> 35:21 166:1 188:18 221:5 221:13 225:3
---	--	---	--

[comparing - contractual]

<p><b>comparing</b> 184:1,5 189:2</p> <p><b>comparison</b> 36:25 57:18 58:1 64:20 130:17 167:3 177:21 199:10 202:16 223:11</p> <p><b>competing</b> 18:11 32:8 80:25</p> <p><b>competitor</b> 83:23</p> <p><b>competitors</b> 79:23 80:4,16 80:18 86:1,14</p> <p><b>complete</b> 48:1 74:12</p> <p><b>completed</b> 66:7</p> <p><b>completely</b> 20:13 207:9</p> <p><b>complicated</b> 19:19 99:18,19 122:5 135:14 138:3,7 175:16</p> <p><b>comply</b> 140:6</p> <p><b>compulsory</b> 5:2 5:6,9 144:8,8 144:11 145:21 207:19 213:9,9</p> <p><b>computer</b> 82:8</p> <p><b>concentration</b> 99:7</p> <p><b>concentrations</b> 93:9 94:20</p>	<p>100:18 103:19 105:9</p> <p><b>concern</b> 14:8 208:16</p> <p><b>concerns</b> 10:13 53:8 55:20 208:18</p> <p><b>concise</b> 8:17 10:3</p> <p><b>concluded</b> 239:13</p> <p><b>conclusion</b> 102:6 136:6</p> <p><b>conclusions</b> 138:21</p> <p><b>concrete</b> 201:12</p> <p><b>concur</b> 239:6</p> <p><b>cone</b> 174:5</p> <p><b>conferred</b> 198:5</p> <p><b>confident</b> 170:3 189:16 194:1,3 194:9</p> <p><b>confirm</b> 60:14 95:17 146:2 152:15 160:11 227:21</p> <p><b>confirmation</b> 50:13</p> <p><b>confirmed</b> 55:11</p> <p><b>conflict</b> 21:12 156:2</p>	<p><b>conflicts</b> 155:20</p> <p><b>confuse</b> 14:10</p> <p><b>confused</b> 41:6 50:18 53:2 143:15</p> <p><b>confuses</b> 126:14</p> <p><b>connected</b> 191:5</p> <p><b>connectivity</b> 33:10</p> <p><b>connects</b> 220:15</p> <p><b>consensus</b> 84:12</p> <p><b>consequence</b> 46:3</p> <p><b>consequences</b> 166:15</p> <p><b>conservation</b> 1:1 228:5,10</p> <p><b>consider</b> 79:16 126:17 136:7,9 136:15 158:7 158:18 159:1 164:16 166:21 169:17 173:7 176:19</p> <p><b>consideration</b> 160:21</p> <p><b>considering</b> 184:12</p> <p><b>considers</b> 32:7</p>	<p><b>constantly</b> 115:6</p> <p><b>contain</b> 165:18</p> <p><b>contained</b> 106:10</p> <p><b>containment</b> 230:1,11</p> <p><b>contended</b> 45:22</p> <p><b>contentious</b> 31:9 33:8</p> <p><b>contest</b> 18:10</p> <p><b>contested</b> 19:5 45:19 46:1 51:23 81:2 118:5 121:1 145:21</p> <p><b>context</b> 27:6</p> <p><b>continuance</b> 5:13 7:4</p> <p><b>continue</b> 232:21</p> <p><b>continuing</b> 52:22</p> <p><b>continuous</b> 154:21</p> <p><b>continuously</b> 16:15</p> <p><b>contract</b> 46:14 77:12 118:4</p> <p><b>contractual</b> 59:3,6,7,9,13 59:16,18 60:1 60:17 61:2,7 61:12,20 62:10</p>
---	--	---	--

[contractual - cost]

63:9,18 122:2 122:17 123:2 <b>contrasts</b> 28:8 <b>contribute</b> 122:16 190:10 195:21 <b>contributed</b> 62:14 97:4 <b>contributes</b> 182:14 <b>contributing</b> 189:17 <b>control</b> 203:2 204:1 209:15 <b>controlling</b> 114:13 <b>conversation</b> 139:3,5 <b>conversations</b> 29:6 <b>cookie</b> 22:11 115:7 <b>cooling</b> 5:2 <b>copies</b> 203:17 204:4 <b>copy</b> 46:4 48:23 82:7 87:2 <b>cordial</b> 44:3 <b>core</b> 171:21 172:1 <b>corner</b> 65:16 <b>correct</b> 22:18 23:25 24:4,9 24:15,16,21,22	25:3,4,12,16 28:3,4 34:22 35:11 36:9,10 36:15,16 42:9 42:21 43:5,6 44:13,14,19 45:13,14,20,21 46:2,8,9,17,18 46:23 47:8,9 47:13,14,18 48:6,7,12,13,16 49:22,23 50:15 51:24 52:2,3 52:10 55:3,6,7 57:16 58:9,12 58:13,16 59:3 59:4 60:20 63:9,20 64:2,6 64:11 65:6,7 65:20 66:7,20 66:24,25 67:13 67:14,20,21 69:24,25 70:9 70:10,16 72:6 72:12 73:11,12 73:16,17 75:2 75:5,25 76:10 76:11,14,23,24 77:3 78:12,25 79:9,15 80:1 80:14 81:14,18 82:21 83:4,5 84:17,19,20 90:16,17 91:1 91:2,16,17	92:3,4,7,8,15 92:16,20,21 94:21 95:1,18 95:19 97:17,18 98:1,2 103:11 104:1,19 105:6 105:7,13,14,19 107:5 110:2,3 110:7,16 111:1 111:3,4,9,10,14 112:4,15 113:6 113:18 114:9 114:10,14,15 115:19 118:13 121:1,2,6,7 122:13 124:2,3 124:6,7 125:7 125:14,21 126:6 127:1,2 127:5,11,12,19 127:20 128:12 128:13,17 129:12 131:12 131:19 134:17 135:1,3,4 141:17,18 142:1,2,21 144:6 148:21 149:1,5,6,9,12 151:17,18,20 152:21 155:8 155:13,18 161:2 165:3,4 169:9 172:21 174:6,7,11	175:2,3 178:3 178:4,13,14,17 178:18 179:1,2 179:6,7,10,11 179:18 180:5,6 182:11,16,17 183:3,18 185:11,12 187:8,9 193:20 194:6,7,10 195:15,16,18 196:2,3,6,7 199:12 200:8 208:13 213:4 217:8 218:7 220:5,6 222:14 224:3 226:1 228:3 232:2 235:11 <b>corrected</b> 231:13 <b>correctly</b> 93:17 155:12 <b>correlation</b> 188:3,20 189:7 <b>correlative</b> 17:6,8 20:21 21:8 22:2 37:23 38:2,4,8 160:14 <b>cost</b> 16:20 37:1 37:2,3,3,25 39:21 57:2,18 58:4 64:19 66:4,10,19
---	--	---	--

[cost - databases]

<p>67:8,12 68:21 68:24 69:12,16 69:17 71:12,24 125:12 222:17 223:9,14 224:19 225:5,6 230:7,20 <b>costing</b> 15:19 <b>costs</b> 17:24 56:25 66:5,6 67:23 68:10 69:2,8 70:8,11 70:21 71:6,10 71:13,16,19 72:15 73:15 74:6,10,11,12 74:13 126:20 217:14 223:17 224:2,9,13,18 225:2 230:2,9 230:17 <b>coterra</b> 36:3,3 124:15 142:12 216:13,16 222:18 224:11 <b>coterra's</b> 38:16 58:2 112:10 <b>counsel</b> 15:7 27:15 87:4 96:7 97:1 102:12 119:14 139:4 141:9,12 145:19 190:16 191:19 213:11 240:10,13</p>	<p>241:7,10 <b>counsel's</b> 144:15 207:17 <b>count</b> 9:23 166:11 170:12 <b>counter</b> 22:9 142:6,14 <b>county</b> 5:3,6,9 15:23 68:11,24 85:25 117:10 173:6 217:2 222:18 224:21 <b>couple</b> 31:21 50:17 55:19 84:6 161:11 168:10 225:18 230:16 <b>course</b> 4:7 16:2 56:17 140:21 197:15 <b>courses</b> 129:20 <b>court</b> 31:13,14 <b>cover</b> 46:7,12 47:7 156:9,15 233:9 <b>covered</b> 31:10 121:19 123:9 <b>covers</b> 24:12,18 24:24 25:8 28:16 45:11 47:2,5,16 58:11 59:14 62:13 121:16 123:3 156:20 230:19</p>	<p><b>create</b> 108:6 <b>creating</b> 139:8 <b>credited</b> 36:4 <b>criteria</b> 145:20 <b>cross</b> 6:5,23 7:22 8:3,20 9:12 13:12,13 87:18 88:17 100:13 154:2 167:4 168:2,11 173:8 203:10 203:13 222:5,9 <b>crosses</b> 205:12 <b>crossing</b> 40:25 221:15 <b>crude</b> 51:6,8 52:8 <b>crude's</b> 51:11 <b>ctb</b> 221:18,19 222:3,6,8 <b>culminate</b> 16:17 <b>curiosity</b> 213:15 232:12 <b>curious</b> 203:15 203:20 205:13 213:14,17 <b>current</b> 66:19 71:16 93:12 96:19 223:9,14 223:17 224:9 225:5 <b>currently</b> 16:10 46:19 47:11 108:16 146:3</p>	<p>159:6 217:2 224:14 228:15 <b>cursor</b> 106:5 186:6 222:11 <b>curtis</b> 2:18 <b>cutoff</b> 173:19 <b>cutter</b> 22:11 115:7</p> <hr/> <p style="text-align: center;"><b>d</b></p> <hr/> <p><b>d</b> 4:1 219:5 <b>d10</b> 71:6 <b>d18</b> 66:10,16 67:11 71:8,9 71:12 223:7 225:6,8 231:10 <b>d3</b> 221:2 <b>d9</b> 219:19 <b>dana</b> 1:19 240:2,20 <b>darin</b> 2:15 26:25 95:4 134:8,10 205:16 <b>dashed</b> 154:3,4 <b>data</b> 16:14 163:13 164:8 171:5,13 172:1 181:14 182:4,5 182:9 183:1 189:1,7 193:19 193:21 201:1,5 204:9 208:8 231:18 <b>databases</b> 131:18</p>
--	---	---	---

[date - develop]

<p><b>date</b> 57:21,23 64:24 65:8</p> <p><b>dated</b> 83:2</p> <p><b>davro</b> 219:4</p> <p><b>day</b> 19:21 146:19 237:7 238:3</p> <p><b>days</b> 7:5 11:10 11:17 68:23 73:22,22,22 74:6,9 126:17 224:11</p> <p><b>deal</b> 19:21 32:2 33:10</p> <p><b>dealing</b> 228:5</p> <p><b>deals</b> 81:24</p> <p><b>dealt</b> 131:21</p> <p><b>debate</b> 161:7</p> <p><b>decide</b> 128:5,8 137:13</p> <p><b>decided</b> 127:19</p> <p><b>decides</b> 74:17 140:7</p> <p><b>deciding</b> 213:16</p> <p><b>decisions</b> 217:5</p> <p><b>declined</b> 142:11</p> <p><b>decreases</b> 173:17</p> <p><b>dedicate</b> 90:21 114:9</p> <p><b>dedicated</b> 145:11</p>	<p><b>dedicates</b> 195:1</p> <p><b>dedicating</b> 114:7</p> <p><b>deem</b> 175:6</p> <p><b>deemed</b> 111:8</p> <p><b>deep</b> 204:1</p> <p><b>deeper</b> 170:1</p> <p><b>defer</b> 117:12</p> <p><b>define</b> 159:12 159:20</p> <p><b>defined</b> 159:18</p> <p><b>defining</b> 160:3 161:11,13</p> <p><b>definitely</b> 102:3 160:4 197:2 209:19</p> <p><b>definition</b> 205:8</p> <p><b>degree</b> 24:9 215:19</p> <p><b>delaware</b> 153:17</p> <p><b>demonstrate</b> 105:16</p> <p><b>demonstrates</b> 21:20 34:21 163:4</p> <p><b>demonstrating</b> 10:25</p> <p><b>density</b> 173:17 173:18 174:15 181:9 204:14</p> <p><b>department</b> 229:1,5</p>	<p><b>depend</b> 61:9 77:15</p> <p><b>depending</b> 53:2 146:5 224:6 231:17</p> <p><b>depends</b> 220:21</p> <p><b>depiction</b> 179:13</p> <p><b>deposition</b> 240:1</p> <p><b>depth</b> 213:8,10 213:12</p> <p><b>depths</b> 92:14 160:10 162:5</p> <p><b>derived</b> 182:1</p> <p><b>describe</b> 29:15 33:23 35:13 156:19 165:21 166:4,15 216:12</p> <p><b>described</b> 34:21 35:5 92:14</p> <p><b>describing</b> 25:1 25:9 36:24</p> <p><b>description</b> 35:14</p> <p><b>design</b> 209:1,14 209:18 211:14 216:18 217:13 219:13,16,17 220:21 221:2,5 225:1 233:3,5</p> <p><b>designated</b> 18:21 19:16</p>	<p><b>designation</b> 77:1</p> <p><b>designations</b> 123:10 155:7</p> <p><b>designing</b> 216:15</p> <p><b>desire</b> 10:23</p> <p><b>detail</b> 35:7 218:5</p> <p><b>details</b> 12:17</p> <p><b>detect</b> 237:14 237:15</p> <p><b>detected</b> 236:17</p> <p><b>detection</b> 237:12</p> <p><b>determination</b> 171:7 172:5 183:9</p> <p><b>determine</b> 175:17 176:4 182:4 192:18</p> <p><b>determined</b> 93:6 100:15 106:6</p> <p><b>determines</b> 160:14</p> <p><b>determining</b> 176:1</p> <p><b>detriment</b> 38:15,16</p> <p><b>develop</b> 22:18 32:2,3 78:9 80:19 94:5 98:11 109:14</p>
--	---	--	--

[develop - disregarding]

<p>117:3 127:19 172:7 206:7,15 223:18 <b>developed</b> 17:23 20:19 21:24 33:1 116:2 134:20 164:10 166:19 212:4 <b>developer</b> 79:9 <b>developing</b> 15:9 16:5 22:3 84:12 85:14 106:9 128:16 129:17 163:19 <b>development</b> 16:15,17 21:22 29:19 30:12 33:15 36:22 37:1,3,17 38:7 38:23 46:14 50:1 53:8 56:25 58:2,2 70:17 77:1,6,8 77:17 78:4,12 78:14,21 79:2 79:2 83:2 86:15 91:13 107:3 115:7 126:21 127:7 128:19 143:2,5 156:18 158:3 159:6,9,11 161:7,8 163:5 163:7,13</p>	<p>164:17 165:2 165:10 166:17 168:13 169:3 169:18,20 170:6,9 171:18 197:16 206:6,9 206:9 207:12 224:16,17 225:21 226:18 <b>developments</b> 34:2,10,11 37:5 69:13,14 72:8 85:11 117:5 169:17 <b>develops</b> 132:15 133:1 <b>deviation</b> 162:2 162:4 <b>devices</b> 236:11 <b>diagonal</b> 222:12 <b>dialogue</b> 43:14 <b>dictates</b> 110:14 <b>difference</b> 19:3 19:11 37:4 66:22 70:24 114:6 157:21 158:1,6,19 169:4 176:12 186:20,21 187:10,15 <b>differences</b> 19:17 58:4 143:21 161:11 189:4</p>	<p><b>different</b> 9:22 15:8 18:21 22:13 35:21 36:8 49:17 68:20 72:7 81:6 85:2,3,10 86:9 87:6,7,23 112:18 157:20 160:11 176:13 182:6 202:1 209:1 211:20 238:10,12 <b>differentiating</b> 113:8 <b>difficult</b> 30:17 30:25 37:17 43:24 100:2 159:17 170:14 175:9,12,14,17 188:7 189:5 <b>difficulties</b> 120:4 <b>digestible</b> 24:3 <b>digital</b> 240:8 241:3 <b>direct</b> 7:19,22 8:3,3 9:3 10:19 11:14 13:18 40:25 41:9,10 41:20 42:7 43:8 81:22 154:10 <b>directed</b> 10:9 11:5,12 40:12 45:7 141:12</p>	<p><b>directly</b> 14:24 21:12 29:20 160:20 165:16 191:6 224:13 <b>disagree</b> 98:15 187:17 <b>discovery</b> 8:13 <b>discrepancies</b> 125:11 <b>discrepancy</b> 64:19 160:2 <b>discuss</b> 89:8 140:11 222:16 <b>discussed</b> 5:23 13:20 43:13 109:21 116:6 146:1 177:11 204:19 211:16 226:15 <b>discusses</b> 73:4 97:1 <b>discussing</b> 109:21 234:4 <b>discussion</b> 32:25 43:12 89:4 133:13 153:19 190:4,9 <b>discussions</b> 32:16 33:5 47:21 205:14 213:17 <b>dispute</b> 71:5 <b>disregarding</b> 21:7</p>
--	---	---	--

[distance - east]

<p><b>distance</b> 156:7 209:16</p> <p><b>distinct</b> 192:11</p> <p><b>distinction</b> 102:13,16 188:13</p> <p><b>distinctions</b> 183:14,16</p> <p><b>distinguish</b> 43:17 101:13</p> <p><b>district</b> 205:3</p> <p><b>disturbance</b> 221:10,12</p> <p><b>division</b> 1:1 17:19 18:3,8 18:21 19:16 20:18 22:20 23:25 27:13 28:3 32:7 96:8 138:8 140:16 151:9 190:17 191:19 194:20 203:17 205:14</p> <p><b>dizzy</b> 66:3</p> <p><b>docket</b> 1:1,3 238:13</p> <p><b>document</b> 191:14</p> <p><b>documents</b> 12:22</p> <p><b>doing</b> 47:11 79:24 80:5,24 85:10 86:14 109:13 115:6 135:21 136:3</p>	<p>168:6 178:19 180:8,21 181:2 212:10 214:11 230:13 235:2 235:16</p> <p><b>dollar</b> 72:2</p> <p><b>dollars</b> 15:20 37:11</p> <p><b>door</b> 70:23 86:2</p> <p><b>double</b> 160:1</p> <p><b>doubling</b> 166:11</p> <p><b>doubtful</b> 194:15 195:14</p> <p><b>doubtfully</b> 195:21</p> <p><b>drag</b> 87:25</p> <p><b>dragging</b> 88:3 224:19</p> <p><b>drain</b> 20:15 98:12 107:10 133:2 136:20 192:4 195:8,11</p> <p><b>drainage</b> 96:8 98:1,7 101:13 101:15 109:7 111:9 132:17 133:11 134:15 192:11 195:10 199:20 200:2</p> <p><b>drained</b> 195:5</p> <p><b>draining</b> 96:16 132:17 157:11 208:18</p>	<p><b>draw</b> 102:15</p> <p><b>drill</b> 16:20 20:10,11,14,24 21:16,17 74:12 74:18 77:18 78:25 79:13 83:12,16 90:4 98:13 108:5 114:17 115:4,9 115:12,14 128:4,5,8 148:14 149:14 163:8,14 165:15,16 166:7 169:20 197:2,6,8 200:20 201:3 222:5 223:19 226:17 231:17</p> <p><b>drilled</b> 15:14 15:17 16:1 29:3 31:1 75:10 93:14 114:3 117:6,19 118:3,18 119:2 130:2,17 162:11 164:20 171:17 184:18 195:3 196:9 224:1 233:6</p> <p><b>drilling</b> 16:13 16:25 17:25 70:8,14 73:23 74:7 106:6 108:7 130:13</p>	<p>164:3 166:16 170:3,11 196:20 222:18 224:15 225:7</p> <p><b>drills</b> 132:21</p> <p><b>drop</b> 207:15</p> <p><b>dual</b> 203:19</p> <p><b>due</b> 12:12 34:7 69:13 93:6 100:15</p> <p><b>duly</b> 240:5</p> <p><b>dunes</b> 229:10</p> <p><b>dylan</b> 2:12</p>
<b>e</b>			
<p><b>e</b> 2:1,1 3:1 4:1,1 151:1,1 215:5</p> <p><b>e15</b> 159:5</p> <p><b>e3</b> 158:9</p> <p><b>e4</b> 156:12 179:10</p> <p><b>e5</b> 154:1 155:20</p> <p><b>e7</b> 162:13,13 163:3</p> <p><b>e8</b> 159:5</p> <p><b>eagle</b> 161:21</p> <p><b>earlier</b> 4:10 22:10 85:20 202:18 204:19 207:6 222:16</p> <p><b>early</b> 8:18</p> <p><b>ease</b> 64:20</p> <p><b>easiest</b> 202:15</p> <p><b>east</b> 28:17,17 49:15,15 57:10 86:8 130:18</p>			

[east - especially]

<p>159:8 162:1 196:14 221:16 <b>easy</b> 50:22 65:21 <b>echo</b> 215:11 <b>economic</b> 16:4 197:10 <b>economically</b> 163:18 <b>economics</b> 197:5 <b>economies</b> 70:25 <b>eddie</b> 2:16 39:15,23,24 69:6,20 96:3 97:7 98:19 104:3 116:18 117:5,16 126:8 132:11 156:9 208:6,11,11 209:11 <b>eddie's</b> 165:9 193:2 <b>eddy</b> 173:6 <b>edited</b> 126:15 <b>educated</b> 171:7 <b>educational</b> 215:17 <b>effect</b> 46:25 59:12 157:13 <b>effective</b> 22:22 175:6 199:16 <b>effectively</b> 22:5 94:5 98:11</p>	<p>107:10 195:7 <b>effects</b> 207:2 <b>efficiencies</b> 70:19 <b>efficient</b> 22:22 <b>efficiently</b> 22:4 195:8 <b>effort</b> 17:18 24:3 <b>efforts</b> 44:18 149:4 <b>eight</b> 130:15 164:18 166:18 <b>either</b> 10:22 14:9 27:14 50:7,8,12 52:5 53:3 54:25 56:22,23 78:10 142:19 143:16 149:18 <b>elaborate</b> 32:13 <b>elect</b> 74:10,16 <b>elections</b> 31:15 <b>element</b> 148:10 <b>email</b> 29:6 50:12 54:17,20 54:25 55:10 <b>emails</b> 80:8 <b>emission</b> 236:11 <b>emissions</b> 230:14 236:15 <b>employed</b> 240:11,14 241:8,11</p>	<p><b>employee</b> 240:13 241:10 <b>employment</b> 216:2 <b>emulsion</b> 233:13 <b>encompass</b> 62:14 211:21 <b>encompasses</b> 28:15 <b>encroach</b> 103:1 <b>ended</b> 27:2 <b>endorse</b> 22:20 <b>energy</b> 5:1,6 23:6 132:15 150:13 211:10 <b>energy's</b> 191:15 <b>engineer</b> 39:25 66:9 67:11 71:13 109:7 133:20 134:4 208:12,15 216:6,7,9,12 <b>engineer's</b> 71:5 <b>engineering</b> 6:25 10:1,1,4,4 10:10,18 15:11 18:12 134:3 193:5 209:12 215:19 217:12 217:12 <b>engineers</b> 93:3 95:17 96:3 103:16</p>	<p><b>enjoy</b> 146:19 <b>enrolled</b> 228:9 <b>ensure</b> 13:7 145:6 <b>ensuring</b> 109:12 <b>entered</b> 26:4 119:14 198:15 <b>entering</b> 231:5 <b>entertain</b> 142:19 <b>entire</b> 47:7,13 157:7 178:6,11 179:3,5,14 180:9 196:5 199:7 213:12 236:6 <b>entirely</b> 46:8 <b>entirety</b> 83:11 85:24 <b>entities</b> 34:8 <b>entries</b> 4:9,16 <b>entry</b> 4:11 <b>environmental</b> 221:10 <b>equate</b> 187:7 <b>equip</b> 74:12 <b>equipment</b> 221:9 <b>error</b> 33:10 <b>es</b> 240:4 <b>especially</b> 29:10,22 30:2 50:25 85:13 163:18 173:5</p>
--	---	--	---

[especially - exhibits]

<p>209:16  <b>essential</b> 220:3  232:19  <b>essentially</b> 8:12  8:25 14:3 21:7  43:16 45:18  59:20,22  115:17 164:17  166:11,18  167:1 183:10  185:14 189:14  204:21  <b>establish</b>  135:15  <b>established</b>  15:25 163:19  166:8  <b>estimate</b> 74:11  87:18 97:2  <b>estimated</b> 69:2  74:6,10  <b>estimation</b>  125:13 201:10  225:6  <b>et</b> 144:16  230:14 234:11  <b>evaluate</b>  163:16 182:13  206:3  <b>evaluated</b> 93:4  100:14 103:16  <b>evaluating</b>  128:3 191:15  <b>evaluation</b> 32:8  32:11 169:1</p>	<p>208:21  <b>evaluations</b>  125:6  <b>evening</b> 8:7  239:10  <b>event</b> 12:3  119:14 152:11  198:14  <b>everybody</b> 30:1  73:2  <b>everyone's</b>  51:16  <b>evidence</b> 21:20  154:5,11  218:15  <b>evidentiary</b>  139:4  <b>ewe</b> 238:2  <b>exact</b> 98:1  192:7 193:9  222:9 227:13  235:17  <b>exactly</b> 36:23  227:16 235:17  <b>exam</b> 167:4  <b>examination</b>  6:23 8:20  13:13 87:18  88:17 168:2  190:1 239:3  <b>examined</b> 13:4  <b>examiner</b> 2:4,5  5:22 9:20 11:4  15:1,6 18:2  23:5 25:18</p>	<p>26:24 55:8  86:20 99:12,15  100:7 101:4  120:1,14  135:14 137:21  152:2 167:2  198:19 202:8  210:10 215:17  218:10 237:8  <b>examiners</b> 4:3  11:24 14:5  15:3,7 24:4  34:16 36:18  51:8,10 58:21  140:19 152:18  198:12  <b>example</b> 34:20  102:14 119:16  128:5 129:18  131:17 206:18  <b>examples</b>  131:11 159:5  <b>exceed</b> 195:14  <b>except</b> 34:5  35:2 45:19  124:21 144:3  180:3  <b>exceptions</b>  144:5  <b>excessive</b> 17:11  <b>excludes</b> 46:16  <b>excuse</b> 99:18  <b>exhibit</b> 8:8,11  9:21,22 13:8,9  13:11 24:14</p>	<p>25:2,3,11  33:13 34:19,20  35:12,13 36:5  36:7,21,23  39:11 42:17,20  46:4 48:22  49:4 53:3 57:8  57:15,22 61:16  65:2 66:10  71:6,9,12  72:19 81:20,23  84:25 86:10,21  86:25 87:3  89:7 91:11  95:8 129:11  130:11 146:7  151:13,15  152:3 154:1  155:20 156:12  158:9 162:13  162:19 163:3  166:6 174:1,4  176:7 177:7,19  178:1 179:10  180:14 202:14  202:15 203:2  204:5 205:20  218:13 219:5  219:19 221:2  221:18 225:8  231:10 232:11  234:21  <b>exhibit's</b> 234:4  <b>exhibits</b> 5:14  5:14,15 6:2,8</p>
---	---	---	--

[exhibits - faith]

6:13,18,22 7:1 7:8,20 8:6,12 8:15,18 9:4,14 10:7,9,12 12:12,13,22,25 13:6,23 14:6 24:15,20,21 25:11,15,19,19 25:20 26:10,11 31:3 33:20 34:15 35:5 36:7 39:15 41:20,22 42:3 47:22 48:9,15 48:19 51:14 53:6 54:14 56:18 59:1 71:21 73:10 84:22,25 85:13 140:11 148:13 151:16,20 152:4,13 153:2 153:5,9 155:21 156:4 159:4 161:5 172:15 203:13 204:10 204:16 206:19 218:6,12 219:2 223:6 <b>exist</b> 159:6 <b>existing</b> 77:17 122:1 <b>exists</b> 62:19 202:19 203:5	<b>expand</b> 212:9 <b>expect</b> 81:6 155:2 199:20 209:7,13 224:5 232:20 233:8 236:13 <b>expectation</b> 239:3 <b>expense</b> 142:1 <b>expensive</b> 22:7 225:1 <b>experience</b> 132:16 <b>expert</b> 18:11 23:23 135:15 151:7 215:14 217:11 <b>experts</b> 6:25 14:3 <b>expire</b> 31:22 <b>explain</b> 10:17 38:1 51:10 59:7 98:9,21 122:14 224:8 <b>explained</b> 133:8 172:18 <b>explaining</b> 90:19 95:12 <b>explains</b> 91:19 <b>explanation</b> 126:9 <b>explanatory</b> 13:6 <b>explicitly</b> 153:21	<b>explore</b> 138:11 <b>express</b> 21:12 <b>expressly</b> 83:24 <b>extended</b> 220:13 <b>extension</b> 220:15 <b>extensive</b> 28:9 93:7 104:4 <b>extensively</b> 184:19 <b>extent</b> 29:15 43:14 60:18 92:12 102:9 156:20 <b>extra</b> 126:17 169:7 <b>extrapolate</b> 69:15 <b>extrapolation</b> 126:19 <b>extremely</b> 30:16 <hr/> <b>f</b> <hr/> <b>f</b> 23:16,16 <b>facilitate</b> 13:1 <b>facilities</b> 69:7 70:19 215:14 216:16,18 217:2,14 227:16 229:15 232:14 235:15 236:3,7 <b>facility</b> 167:11 216:9,12	217:12 220:10 220:15 232:12 234:20 236:10 236:11 <b>fact</b> 7:2 18:24 29:4 44:15 53:12 99:20 102:5 133:17 138:20 159:7 <b>factor</b> 233:2 <b>factors</b> 32:7 70:22 <b>facts</b> 86:7 134:9 <b>factual</b> 22:19 101:1 <b>fair</b> 43:24 44:5 47:17 66:6 70:13 94:7 102:3 104:14 106:21 107:11 108:9 118:12 131:6 132:3 171:8,14 180:12 181:6 198:2 200:21 229:16 <b>fairly</b> 8:13 10:19 11:4 184:19 <b>fairway</b> 158:5 158:20 <b>faith</b> 32:8 44:11,17 118:12 149:4
--	---	--	--

[familiar - foot]

<p><b>familiar</b> 66:11 68:4,8 72:10 72:13,17 76:5 90:7 96:5,10 189:20 190:15 190:18 <b>far</b> 13:18 20:17 39:4 40:13 49:24 61:6 109:3 217:4 227:18 236:12 <b>farther</b> 183:2 <b>fast</b> 210:2 <b>february</b> 76:9 83:2,7 85:17 <b>fed</b> 67:7 <b>federal</b> 29:5,9 29:10,18,22 <b>feed</b> 10:17 <b>feedback</b> 213:5 <b>feeding</b> 208:17 <b>feel</b> 11:15 88:3 164:4 170:3 <b>feet</b> 62:13 156:7 164:15 174:19 175:12 175:12 176:20 206:1,16 209:17 <b>felicia</b> 1:10 2:3 4:5 <b>fenceline</b> 235:20 <b>fiber</b> 208:8</p>	<p><b>field</b> 14:3 29:19 216:6 217:11 <b>fifty</b> 29:25 30:1 158:6 <b>figure</b> 42:25 226:21 <b>figures</b> 131:15 <b>file</b> 42:3 76:16 89:18 <b>filed</b> 6:8 9:17 10:9 13:22,23 14:13 40:20 41:22 47:22 76:22,25 78:22 80:10 81:9,15 82:16,20 84:14 84:22 85:14 87:3 191:19 <b>files</b> 13:9 <b>filing</b> 29:9 77:4 78:7 82:1 <b>filings</b> 80:12 <b>filled</b> 193:19 <b>finally</b> 25:5,23 218:17 <b>financial</b> 17:23 37:14 106:8 <b>financially</b> 240:15 241:11 <b>find</b> 37:14 61:11 82:11 184:14 232:18 <b>findings</b> 138:20 236:12</p>	<p><b>fine</b> 82:10 104:7 107:15 116:19 119:6 126:8 205:17 210:19 <b>finish</b> 11:20,22 238:7,19 239:4 <b>finished</b> 202:7 <b>firm</b> 201:12,18 <b>first</b> 4:24 5:24 7:16 23:3 43:3 43:8 48:23 49:14 65:19 70:4,6 78:7,22 78:22 81:10 91:19,21 92:10 104:19,20 162:21 163:14 176:9,16 206:12 219:9 221:11 223:12 233:9 <b>firstly</b> 89:9 <b>fishing</b> 143:9 <b>five</b> 33:4 174:19 238:7 238:19 <b>fixated</b> 167:13 <b>flaring</b> 234:3 234:13,14 236:18 <b>flat</b> 164:17 165:1 <b>flex</b> 146:15</p>	<p><b>flexibility</b> 22:9 <b>flies</b> 236:3 237:13 <b>flow</b> 18:17 172:19 189:14 220:11,16,17 220:20 221:3,7 221:14,20 <b>fluctuates</b> 125:16 <b>fluctuations</b> 126:5 <b>flyover</b> 236:2 <b>focus</b> 42:17 <b>focused</b> 9:10 10:10 85:4 86:3,13 <b>focusing</b> 131:7 <b>folks</b> 4:7 37:9 95:12 <b>follow</b> 59:21 139:2 210:20 231:7 <b>followed</b> 24:15 24:20 25:2,11 151:15 215:20 <b>following</b> 84:10 191:20 <b>follows</b> 64:15 108:5 <b>foot</b> 68:11 69:13,16,18 157:21 158:1,6 165:7 185:15 223:4</p>
--	---	---	--

[footages - garcia]

<p><b>footages</b> 109:18  <b>foran</b> 4:10  34:24 56:6,17  56:21 57:1,12  57:13 58:7  123:21 124:1,1  124:5  <b>forced</b> 19:18  <b>foregoing</b>  240:3,4 241:4  <b>foresee</b> 207:1  <b>forgot</b> 196:11  <b>form</b> 26:25  160:7 161:2  213:12  <b>formation</b>  24:13,19 90:15  92:20 93:4,5  100:14 103:7,9  133:1 148:20  154:8,20,20  158:11 172:19  192:13 196:5  204:12 212:4  213:7  <b>formations</b>  19:15 38:9,19  106:10,14  130:15 132:3  154:19 156:20  173:12,21  192:6 195:2  202:1 203:7,9  205:12 206:11</p>	<p><b>former</b> 121:19  <b>formula</b> 27:19  27:21  <b>fort</b> 32:21,22  <b>forth</b> 7:15 42:6  <b>forward</b> 10:23  12:23 30:11  33:6 43:1  72:18,19 74:18  104:12 146:15  214:2  <b>found</b> 91:7  188:3  <b>foundation</b>  135:16 136:4  <b>four</b> 5:16,16  9:22 13:24  24:8 30:22  33:4 44:18,20  45:2 62:1  115:11 130:2  130:13 152:16  166:7,12  168:20 182:10  219:10 221:11  <b>fourth</b> 57:9  <b>fourths</b> 63:3  <b>frac</b> 153:13,19  154:5,7,9,11,12  154:14,17  156:5 170:20  172:12,14,15  172:20 173:2,7  173:9,14,19  174:4 175:8,8</p>	<p>175:18 176:12  176:13 177:6  177:11 202:20  208:2,3,4,19  209:1,3,6,8,9  209:14,15,17  209:18 225:2  <b>fracs</b> 209:2,5,6  211:14  <b>fracture</b> 174:19  175:14  <b>fractures</b>  132:12 175:9  175:13,19  <b>framework</b>  47:21  <b>frankly</b> 10:20  <b>free</b> 142:13  <b>freeze</b> 82:9  <b>front</b> 32:18  46:6 72:22  218:2  <b>fruition</b> 121:11  <b>full</b> 17:17 23:20  29:19 56:25  69:7,20 83:1  138:6 144:20  151:5 169:3,18  <b>fully</b> 86:15  100:3 109:14  121:20 146:16  200:6  <b>fulton</b> 1:19  240:2,20</p>	<p><b>function</b>  189:14  <b>further</b> 8:25  102:16 119:8  139:12 189:12  197:12 198:10  221:9 231:1  237:6 240:12  241:9  <b>future</b> 81:7  117:5 170:4,21  206:5,9 207:1  207:12 233:6  233:10  <b>fyi</b> 203:17  207:21</p>
<b>g</b>			
<p><b>g</b> 4:1  <b>gain</b> 80:17  <b>game</b> 102:3  <b>gamma</b> 204:12  204:14  <b>garbled</b> 168:8  <b>garcia</b> 2:5 4:4  12:8,10,11,14  12:24 13:7  141:1,2,4,19  142:3,6,15,18  143:1,7,11  144:4,7,14,18  145:2,5,8,13  146:11,15,17  147:1,13  202:10,12  203:8,15 204:7</p>			

[garcia - going]

<p>204:11,15,19                  205:7,17 206:2                  206:8,20 207:6                  207:17 208:10                  208:16 209:21                  210:3,12 211:7                  213:3 214:4                  231:8 232:9,10                  232:16 233:2                  233:12,16,20                  234:16,21                  235:8,12,19                  236:16,21                  237:2,11 238:8                  238:14  <b>garcia's</b> 147:17                  148:9 211:2  <b>garnered</b> 33:24  <b>gas</b> 4:13 17:4                  21:13 55:5                  120:7 136:16                  137:4,5 138:2                  187:8 233:13                  233:17 234:6,9  <b>general</b> 35:14                  116:15 166:1                  190:10 203:13  <b>generally</b> 19:24                  20:9 42:18                  154:8 216:14  <b>generated</b>                  160:8  <b>generators</b>                  234:10</p>	<p><b>gentleman</b>                  214:6  <b>geologic</b> 159:2                  160:11 209:11  <b>geological</b>                  102:14  <b>geologically</b>                  156:17 157:17                  158:7 162:21  <b>geologist</b> 75:23                  150:13  <b>geologist's</b>                  153:2  <b>geologists</b> 93:3                  95:16,21                  100:12 103:16                  132:2 133:13                  133:16  <b>geology</b> 6:25                  9:25 10:15,17                  15:10 18:11                  22:13 151:8,16                  153:6,9 160:7                  160:13,20                  193:5 198:6  <b>geomechanical</b>                  18:16  <b>getting</b> 29:9                  33:1 81:20                  110:8 226:11  <b>gist</b> 185:17  <b>give</b> 8:19 31:3                  49:1 77:9                  109:17 143:1                  159:4 161:14</p>	<p>194:2 216:1  <b>given</b> 51:23                  92:13 93:12                  124:9  <b>gives</b> 71:12,13  <b>go</b> 5:24 7:16,19                  9:13 14:24                  15:4 23:18                  32:18,22 43:1                  47:23 49:9                  50:19 55:12,19                  55:24 66:21                  74:17 84:9                  87:10 93:2                  102:17 104:12                  128:5 145:16                  148:5 149:21                  151:3 167:16                  167:19 168:3                  183:1 201:3                  203:1 208:19                  209:14,18                  211:5,15                  215:16 218:4                  230:13 236:4                  237:10  <b>goal</b> 232:18  <b>goes</b> 13:19                  20:17 28:5                  29:9 43:11                  64:19 92:18                  93:20 94:2                  107:2 164:14                  203:16 226:16</p>	<p><b>going</b> 10:23                  11:21 12:2                  18:12,14 21:15                  25:6 38:22                  41:8 42:15,16                  43:2,7,8 45:15                  45:16 47:7,19                  47:23 48:2,21                  50:13,16 51:5                  52:1,5 55:1                  57:24 63:13,18                  65:3,3 67:8,12                  68:21 69:17                  70:14 73:15,19                  74:23 75:14                  77:19 80:8,17                  80:18,22 81:2                  81:22 83:12,15                  84:6 88:4                  89:13 91:5,7                  94:16 95:13                  97:11,15 98:5                  98:6,11 101:19                  103:6 104:18                  105:17,17                  106:4,11 107:9                  110:15 114:8                  114:17 115:9                  115:13 116:2,7                  116:12 117:12                  119:13 123:19                  126:20 129:6                  138:10,13                  139:10 141:7                  156:8 157:11</p>
---	---	---	---

[going - hand]

161:1 165:9,17 168:16 171:11 174:19 175:10 176:17 177:14 182:8 183:11 184:9 185:4,5 190:21 191:7 191:13,16 195:21 200:15 205:7 208:7 209:19 218:4 219:18 220:2,3 220:4,11 221:14 222:1,3 222:6,12,15 223:19,19 224:18 226:4,6 228:3 229:20 230:17 231:10 231:11,17 233:5 234:9 239:2 <b>good</b> 6:10 14:17 23:7,8,9 32:8 39:15 42:13,14 44:4 44:11,17 61:15 75:18 88:9,23 107:16 118:11 119:21 120:12 121:5 126:10 136:14,14 148:3 149:4 168:4 176:13 184:15 187:2,4	188:2,3 196:19 202:13 213:5 214:16 215:6 225:15 <b>goosey</b> 16:11 24:18 34:1 36:12 46:6,22 56:22 65:9 81:17 90:5 91:13 186:16 223:11 225:21 226:20 <b>gotten</b> 197:14 <b>gradations</b> 183:14 <b>graduated</b> 215:18 <b>grand</b> 67:1 <b>grasp</b> 6:14 <b>gratuitous</b> 17:25 <b>great</b> 49:6,13 89:1 91:7 136:8 146:14 214:14 225:17 <b>greater</b> 19:7,8 20:9 113:17 <b>green</b> 144:16 <b>grids</b> 159:20 160:5,11 <b>gritty</b> 39:16 69:9 <b>gross</b> 179:13 184:2,6	<b>group</b> 37:12 <b>growing</b> 132:12 208:9 <b>growth</b> 154:9 208:2 209:15 <b>guess</b> 9:2 13:16 27:1 33:18 40:10 41:6 42:2,25 48:21 48:24 49:5 53:5,10 60:13 63:11 65:21 68:19 77:15 78:1,6,18,20 85:8,15 86:3,6 86:12 87:1,20 107:7,19 117:1 117:11 139:20 142:16 168:12 177:5 181:1 183:6 185:15 186:14 203:15 203:19 206:4,8 206:10,20 207:10 208:10 208:11 213:16 232:11 233:4 235:8 <b>guidelines</b> 77:8 <b>gun</b> 166:4 168:12,17 169:4 <b>guys</b> 12:11 203:18 204:6 206:2 208:20	228:2,6 233:12 235:2,14,20 236:17 <b>guys's</b> 203:10 208:12
			<b>h</b>
			<b>h</b> 23:16 157:1,2 158:16 181:18 181:19 187:19 187:21 188:1,4 188:19,21 189:4,8 193:3 193:14 194:2,4 <b>hailee</b> 2:4 4:4 <b>hairy</b> 30:3 <b>half</b> 16:19 31:11 34:5,5,9 34:9 35:2,2 36:1,2 37:20 37:20,25 38:13 38:14,19 45:12 45:20 46:15,16 46:25 47:5 49:15,15 57:10 57:10 59:14,16 60:25 62:17,17 64:3,3 123:6 125:1,1 166:20 209:9 <b>halliburton</b> 216:3 <b>hammer</b> 69:9 <b>hand</b> 21:17 23:11 150:16 214:20

[handful - hole]

<p><b>handful</b> 15:14  <b>handle</b> 11:19  12:4 101:20  <b>handled</b> 144:19  <b>hands</b> 29:12,13  <b>hang</b> 17:10  <b>hanging</b> 73:22  <b>happen</b> 29:1  85:25 99:9  <b>happened</b> 68:7  115:17  <b>happening</b>  86:16 98:5  <b>happens</b> 165:5  <b>happy</b> 14:5  <b>hard</b> 37:15  82:7 87:1  170:7 185:20  185:21 186:4  199:18 204:16  <b>hardest</b> 30:14  <b>harkey</b> 163:16  164:9 172:6,7  <b>harm</b> 21:3  <b>hate</b> 29:12  <b>head</b> 89:13  228:12 235:6  <b>hear</b> 18:12,25  20:8 21:19,23  21:23 41:12  119:18 129:3  133:21 136:13  136:13 152:12  168:7 190:3  215:8</p>	<p><b>heard</b> 22:6 56:2  62:21 103:3  129:10 132:2  133:16 179:9  184:11 190:8  228:12 233:21  <b>hearing</b> 4:20  5:1,21 6:16 7:5  7:9,11 9:7  11:16,18 13:15  13:16 15:1,6  18:2,7 24:4,7  24:11,17,23  25:8,18,21  34:18 36:8,11  36:13 40:8  42:12,23,24  43:3,3 47:23  48:22 51:17  52:1 55:8,18  66:13,14,15  81:23 82:5  86:20 88:12,19  89:12,16,17  90:11,12 99:12  99:15 100:6  101:4 108:2  119:7 120:1,13  121:1 123:20  129:1,2 135:13  137:21 139:1  139:14 140:15  146:5 147:15  151:12 152:2  152:15 167:2,9</p>	<p>198:19 214:10  215:17 218:10  219:6 237:8  239:1  <b>hearings</b> 1:1  14:15 19:21  <b>hearsay</b> 133:21  134:2  <b>heater</b> 234:10  <b>height</b> 176:12  177:14,14,18  177:18 179:4  179:14 181:3,3  181:8 184:9,21  184:21 185:10  185:10,14,18  186:9 187:7,14  187:15 191:3  208:4 209:15  <b>heights</b> 208:19  <b>held</b> 134:7  <b>heller</b> 241:2,18  <b>hello</b> 214:15  <b>help</b> 10:17  14:17 147:20  228:14  <b>helpful</b> 12:16  210:12  <b>hereto</b> 240:14  241:11  <b>hesitant</b> 189:11  <b>hesitate</b> 189:15  <b>hesitation</b>  189:6</p>	<p><b>hfts2</b> 208:6,8  <b>hiccup</b> 19:18  <b>high</b> 69:5,13  158:5,20 173:6  209:3,3 236:10  <b>higher</b> 69:17  188:1 203:5  224:18,18  225:3  <b>highlight</b> 93:2  106:5 174:17  <b>highlighted</b>  186:16 187:13  191:12  <b>highlighting</b>  173:20  <b>highline</b> 235:1  235:7,9  <b>highly</b> 31:9  163:10 166:18  193:15 194:15  205:6  <b>highway</b>  221:15 222:13  <b>hired</b> 78:15  <b>historical</b> 83:10  107:3  <b>history</b> 31:3,6  120:16,19  216:2  <b>hitting</b> 235:12  <b>hold</b> 119:12  <b>hole</b> 77:21,22  171:17 172:1</p>
---	---	--	--

[hope - inform]

<p><b>hope</b> 88:22  <b>hopefully</b> 35:6  <b>horizontal</b> 5:2  16:1  <b>host</b> 2:6  <b>hours</b> 88:4  <b>housekeeping</b>  40:11  <b>hudson</b> 37:12  124:14  <b>huh</b> 175:21  <b>hundred</b> 30:1  66:25 158:6  175:12,12  176:20 206:1  <b>hundreds</b>  37:11  <b>hungry</b> 87:25  <b>hydrocarbon</b>  18:17,20 181:6  219:12  <b>hydrocarbons</b>  93:9 94:1,20  100:18 103:20  105:9 106:10  111:6 155:3  192:1 193:9  <b>hyperbole</b>  15:18</p>	<p>56:8,13 68:10  84:5 87:6  123:15 169:3  176:16 178:20  <b>identifies</b> 87:5  87:8 191:19  <b>identify</b> 4:23  12:25 14:6  22:12 48:10  172:15 173:9  173:16 177:6  <b>identity</b> 13:2  <b>ignored</b> 31:20  <b>immediate</b>  182:10  <b>impacted</b> 77:23  77:24 78:8  <b>impacts</b> 221:10  <b>impair</b> 172:20  173:13  <b>impede</b> 172:20  173:13  <b>implicate</b> 44:11  <b>implications</b>  220:8  <b>implying</b>  127:14  <b>important</b>  138:11  <b>impossible</b> 17:7  <b>impracticable</b>  21:11  <b>impression</b>  41:17</p>	<p><b>improbable</b>  193:15  <b>improper</b> 106:7  <b>imprudent</b>  16:8  <b>inadvertently</b>  14:10  <b>inappropriate</b>  100:2  <b>incidental</b>  94:10,13 95:13  96:8 98:7 99:8  111:9 133:5  134:14 192:12  195:10  <b>incidentally</b>  14:10 96:15  <b>include</b> 11:9  45:25 61:1,6  135:2  <b>included</b> 8:12  11:6 55:21  83:1 162:3  230:3  <b>includes</b> 45:18  79:22 122:9  221:15  <b>including</b> 84:2  85:3 113:10  170:8 219:16  219:17  <b>incorporate</b>  121:18  <b>incorporated</b>  40:15 110:6</p>	<p><b>incorrect</b> 57:16  <b>incorrectly</b>  75:22  <b>increase</b> 70:20  71:24  <b>increased</b>  67:12 170:13  <b>increases</b>  124:16  <b>incur</b> 225:7  <b>independent</b>  21:21  <b>independently</b>  197:9  <b>indicate</b> 51:22  158:9 221:17  <b>indicated</b> 50:10  51:25 52:23  53:11 56:4  63:12 81:8  169:1 174:4  185:13 223:1  <b>indicates</b> 220:1  <b>indicating</b> 53:7  <b>individual</b> 30:8  47:24 127:18  221:3  <b>individually</b>  128:8  <b>industry</b> 213:5  <b>inflation</b> 126:8  <b>influenced</b>  61:19  <b>inform</b> 103:5</p>
<b>i</b>			
<p><b>idea</b> 80:25  83:10 195:7  <b>identified</b> 20:2  20:3,4 48:19  49:17,17,20,25</p>			

[information - involved]

<p><b>information</b>  9:25 25:7  124:5 126:11  170:8 171:1,5  171:13 211:3  <b>inhibit</b> 154:9  <b>initial</b> 16:23  22:10 59:1  61:16 74:7  92:11 164:2  206:8 233:5  <b>initially</b> 62:5  78:21 230:3  <b>initiate</b> 101:10  <b>inside</b> 230:20  <b>insight</b> 80:17  <b>insignificant</b>  187:6  <b>inspections</b>  235:14  <b>instance</b> 52:7  53:16 54:7  55:4 56:13  <b>instances</b> 12:15  54:1  <b>institute</b> 114:12  <b>instruct</b> 102:4  <b>instrumentati...</b>  237:15  <b>insurmounta...</b>  17:15  <b>intend</b> 12:17,19  12:22 90:20  <b>intended</b> 22:8  48:10 108:21</p>	<p>148:15  <b>intends</b> 108:13  163:7 226:17  <b>intent</b> 17:2  56:4,10 91:20  92:10 98:18  99:6 103:4  148:13  <b>interaction</b>  206:17  <b>interactions</b>  32:10 120:20  <b>interest</b> 10:21  11:1 17:9 19:9  20:9 28:23  29:23 33:22,24  34:12,25 37:2  37:4 38:17,20  46:20 47:25  49:14 52:14,16  52:17,19,24  53:17,22 54:15  56:14,18 57:6  57:19 59:3,6,7  59:9,13,24  60:10,16 62:15  62:16,19 63:9  71:18 73:16  74:9,16,22  75:5 76:17  77:10,24 83:12  85:6 90:20  92:6 98:10  103:5 110:20  111:19 112:10</p>	<p>112:10 113:8  113:11,17  117:7,9,13  122:17 124:11  124:11,15  125:3 126:17  127:15 132:8  133:2 134:21  141:16,17,21  142:10,11  146:8 148:20  148:21 153:10  185:2  <b>interested</b>  143:10 196:20  240:15 241:12  <b>interesting</b>  145:13 211:8  <b>interests</b> 22:23  43:20,23 46:21  47:12 48:5  49:21 53:9  56:7 57:5,17  58:3,22 59:16  59:23 60:7,17  61:2,7,20  63:18,18 79:25  111:16 113:4  122:21 123:3  128:10,12  143:10,18,19  <b>interfere</b> 156:8  <b>interference</b>  165:9</p>	<p><b>interject</b> 99:17  <b>internal</b> 68:4  <b>interpretation</b>  145:17  <b>interpretations</b>  212:13  <b>interrupt</b> 120:5  <b>interval</b> 154:21  164:18 166:12  178:7,11,17  179:4,5,14  180:9 181:10  184:21  <b>intervals</b> 20:1  184:2  <b>intervening</b>  173:12  <b>intractable</b>  20:7  <b>introduce</b> 4:14  4:19 218:11,15  <b>introduction</b>  5:20 90:2  <b>inventory</b>  197:12 224:14  <b>investigating</b>  163:9  <b>investor</b> 11:7,9  68:5 222:19  224:10  <b>invite</b> 138:20  <b>invited</b> 102:15  <b>involved</b> 31:5  44:18 45:1  131:2 143:13</p>
--	--	--	---

[involved - know]

<p>216:17  <b>involving</b> 45:3  211:10  <b>irreparably</b>  21:3  <b>ish</b> 206:16  <b>island</b> 77:18  <b>issuant</b> 136:16  <b>issue</b> 8:14  19:25,25 27:13  44:8,19 45:2  45:19 46:1  101:1 124:9  164:6 211:12  212:18  <b>issued</b> 11:7  68:5 81:12  164:3  <b>issues</b> 9:11  10:14,15 11:8  21:14 44:16  81:10 99:20  102:19 103:2  146:2 190:17  209:7 211:16  229:10,11  232:17  <b>it'd</b> 57:17 85:23  170:14 222:8,8  <b>it'll</b> 14:17 38:12  116:3,3,5  208:11  <b>item</b> 13:5  <b>items</b> 35:4  146:5</p>	<p style="text-align: center;"><b>j</b></p> <p><b>j</b> 23:16  <b>javelina</b> 37:13  <b>jenny</b> 2:11  <b>jim</b> 2:9 77:16  <b>joa</b> 46:12 47:16  47:20 50:11,14  51:23 60:1  122:11,12  <b>joas</b> 60:21  144:16  <b>job</b> 1:20  <b>john</b> 2:5,17 3:5  4:4 23:5,22  <b>johnson</b> 120:6  <b>join</b> 50:13  51:17 238:9  <b>joint</b> 46:6  54:21  <b>joker</b> 83:3  156:15,17  157:14,16,19  158:4 186:16  187:13 199:2,7  221:19 222:3,6  222:10  <b>jones</b> 2:7 4:12  4:14 119:16,20  119:21 120:6  <b>josephine</b>  124:14  <b>judicial</b> 17:19  <b>july</b> 9:6,6,7  41:21 47:24  69:23 73:10</p>	<p>84:22 87:4  96:8  <b>jump</b> 67:16  72:4,5,8  174:15  <b>june</b> 35:18  57:21 58:15  64:24 66:18  71:15 90:2  91:21 148:13  190:4 223:9,14  225:5  <b>justification</b>  107:4  <b>justify</b> 21:21</p> <p style="text-align: center;"><b>k</b></p> <p><b>keaton</b> 2:18  <b>keep</b> 20:19  42:16 50:22,23  80:4 83:15  232:21  <b>keeping</b> 79:22  210:1  <b>kind</b> 17:9 33:21  33:23 48:17  64:18 69:1  75:16,16 81:20  85:1 112:9  114:13 136:3  139:8 161:15  172:3 177:10  183:8 184:1  206:21 208:7  <b>kinds</b> 162:8</p>	<p><b>knew</b> 38:22  83:6  <b>know</b> 7:15 8:5  8:9,12,16,23,25  9:4 10:1,14,25  11:6,12 12:21  13:20,23,25  14:9,10 19:23  19:24 20:1  26:14 28:15,18  29:2,4,8,11,21  29:23,25 30:8  30:14,20,23  32:18,20,22,25  33:1,3,5,5,9  35:14,20 37:10  37:12,15,16  38:8,12,13,18  38:24 39:6,18  42:2,17 44:9  44:17 49:10  50:20,21,22  53:21,24 55:12  55:20 57:5,20  57:21 58:19,20  59:17 64:19  65:22 67:3  68:7 69:2,8,9  69:22 70:20,21  78:17,23 79:7  79:8,13 80:7,9  80:10,16 81:2  81:25 83:7  84:9 85:12  86:1,2,10,18</p>
--	--	---	--

[know - lessee]

<p>87:24,24 89:9  91:9 95:11  100:4 105:20  107:18 109:7  117:12,13  118:11 119:5  124:1 125:11  127:14 131:11  134:3 135:18  135:20 138:10  139:19 140:16  140:20 144:15  146:4 150:1  162:7 167:15  168:8 170:5  171:11 177:4  181:13 184:1,3  185:15 193:17  194:13,17,18  209:3 210:2  211:7,20  212:15,17  213:1 214:3  223:10,15  226:11 231:16  237:12  <b>knowledge</b>  25:16 79:12,21  151:21 217:12  218:8 229:6  240:9 241:6  <b>known</b> 157:6</p>	<p style="text-align: center;"><b>I</b></p> <p><b>I</b> 151:1,1 215:5  215:5  <b>labeled</b> 35:15  <b>lack</b> 31:14  153:19 154:12  154:14,17  202:18 209:17  <b>laid</b> 124:5  138:18  <b>land</b> 6:24 9:25  10:12 16:9  23:24 25:19  26:10,12 49:16  121:16 176:21  206:15 207:3  <b>landed</b> 108:16  159:12,17,20  160:12 161:12  161:13 176:8  198:7  <b>landing</b> 154:3,4  155:2 156:6  157:4 159:21  164:6 178:15  179:5,15,18,19  180:9 206:16  211:13  <b>landings</b> 154:6  176:13  <b>landman</b> 23:6  39:17 100:2  102:10 134:2  138:13 207:7</p>	<p><b>landman's</b>  131:6  <b>lands</b> 15:9,17  15:24 16:18  17:23,25 93:6  106:11 122:9  132:9 153:10  153:12  <b>language</b> 73:6  73:25 74:5,19  97:11 103:15  103:21 104:2,6  105:12 110:6  126:16 192:15  <b>large</b> 12:12  72:2 89:18  189:3,4  <b>larger</b> 30:9  33:19 225:2  <b>late</b> 6:8 7:3  11:16 83:7,7  <b>lately</b> 51:9  <b>lateral</b> 68:15  203:19  <b>law</b> 57:7 65:1,5  99:20 138:21  <b>lawyer</b> 102:8  102:11  <b>laying</b> 138:17  <b>layman</b> 39:17  <b>lea</b> 5:2,6,9  15:23 68:11,24  85:24 117:10  217:2 222:18  224:21</p>	<p><b>lead</b> 41:13  163:16  <b>leader</b> 15:23  <b>leading</b> 26:25  129:2 135:12  <b>leads</b> 206:21  <b>leak</b> 237:12  <b>leaking</b> 236:8  237:15  <b>leasehold</b> 28:15  59:15,23,24  60:8,16 61:13  62:2,6,15 63:8  63:16,17 79:25  <b>leases</b> 49:18  <b>leave</b> 208:5  <b>left</b> 178:2  <b>legal</b> 21:14  22:19 26:16  96:6,7 97:1,20  99:20 100:5  101:1,11,18  102:6,14,19  103:2 138:1,18  138:21 141:12  143:13 145:17  190:17,19  213:20  <b>length</b> 209:4  <b>lengths</b> 209:6,8  <b>lengthy</b> 14:1  <b>lenses</b> 173:12  <b>leonard</b> 2:13  <b>lessee</b> 78:17</p>
--	--	---	---

[lessened - loosey]

<p><b>lessened</b> 127:17</p> <p><b>letter</b> 31:19 34:24 50:7,12 51:15,22 53:7 55:11 90:3 91:12 92:11 94:12 95:15 98:4,9,17 100:10,21 101:2,8,9,17,21 103:14,15 104:9 105:6,8 105:12 106:2 106:14 108:1 137:18 143:14 143:16,18 144:21 148:14 148:19 189:21 190:4,9</p> <p><b>letters</b> 55:14 90:3,7,10,19 92:1 144:12,16</p> <p><b>level</b> 173:21</p> <p><b>lg</b> 226:19</p> <p><b>lie</b> 158:19 162:18</p> <p><b>likely</b> 197:17 207:19</p> <p><b>limit</b> 7:14 133:18</p> <p><b>limited</b> 7:4 8:14 10:16 165:19 176:8 188:6</p> <p><b>line</b> 4:6 100:1 154:3,4 222:2</p>	<p>222:12 230:1</p> <p><b>lines</b> 220:12,16 220:18,20 221:3,7,14,20</p> <p><b>link</b> 238:9,10 238:12</p> <p><b>list</b> 2:2 48:1,5 48:10 50:11 230:19</p> <p><b>listed</b> 33:16 54:13,15,24 57:1 225:6</p> <p><b>little</b> 13:20 32:14 38:1,3 41:5 50:18 53:2 67:15 68:15 69:5 72:7 75:19 83:22 85:1 89:8,19 91:6 91:19 99:14 114:1 125:17 126:14 131:8 135:20 148:8 157:8 159:11 161:6,15,19 172:10,11 175:21 177:11 177:13 179:16 184:10 186:2 188:7 189:5 191:6 208:2 216:9</p> <p><b>lizard</b> 229:10</p>	<p><b>lizards</b> 233:1</p> <p><b>llc</b> 219:5</p> <p><b>load</b> 89:20 90:1</p> <p><b>located</b> 16:6 157:4 158:4 185:1</p> <p><b>location</b> 13:2 93:12 187:12 193:18 199:6 232:18</p> <p><b>locations</b> 77:17 92:14 227:21 228:18 229:9 229:15</p> <p><b>log</b> 175:2 176:7 178:2,2,7 204:9,17</p> <p><b>logs</b> 160:1 173:16 176:17 203:8,11,18,18 203:19,20 204:4,5</p> <p><b>long</b> 13:10 76:19 83:16 131:2</p> <p><b>longer</b> 21:4 52:4 136:1</p> <p><b>look</b> 9:16 34:16 35:6,12 53:3 56:17,18 58:4 64:14 65:16 72:25 84:25 86:1 87:10 146:14 150:1 181:17 188:17</p>	<p>206:6 214:2</p> <p><b>looked</b> 135:18 156:12</p> <p><b>looking</b> 13:8 18:9 27:7 34:19 36:20 38:21 39:1,11 51:3 58:22 60:6 62:22 63:8,17 85:24 92:9 159:4,7 160:7,10,20 161:4 162:12 164:11 174:3 175:5 181:13 202:13 203:20 221:2 226:4 232:11 233:15 238:15</p> <p><b>looks</b> 4:7 15:13 26:20 28:6,7 31:2 37:24 39:2 49:7 66:17 126:16 162:14 174:12 174:14</p> <p><b>loosey</b> 16:11 24:18 34:1 36:12 46:5,22 56:22 65:9 81:16 90:5 91:13 186:15 223:11 225:21 226:19</p>
--	--	--	---

[lost - mapping]

<p><b>lost</b> 123:20 141:1 <b>lot</b> 12:1 25:6 29:1,11,11,12 30:8 37:9 42:23,24 50:20 50:21 67:1 70:22 73:20 81:5 83:10 123:18 129:2 138:1,10 141:14 162:14 170:18,19 188:8 204:1 212:5 224:6,20 <b>lots</b> 145:14 146:12 208:16 213:8 <b>loud</b> 74:4 <b>love</b> 201:9 <b>low</b> 172:19 173:21 207:4 <b>lowe</b> 2:13 <b>lower</b> 39:21 117:3,7,18,20 162:18 163:20 170:15 172:8 187:21 196:10 197:1,11,18 200:7 209:6 <b>lowered</b> 109:2 <b>lowering</b> 211:12 <b>lunch</b> 88:9,20 88:23</p>	<p style="text-align: center;"><b>m</b></p> <p><b>m</b> 23:16 151:1 <b>macha</b> 26:11 26:21 28:5 34:15 37:21 73:4,18 74:4 74:15 84:25 <b>macha's</b> 27:7 28:7 33:12,22 36:21 41:14 72:10 <b>madam</b> 5:21 7:11 9:20 11:3 13:15 15:1,6 18:2,7 23:4 25:18 39:6 40:8 42:11 55:8,18 86:20 88:11,19 99:12 99:15 100:7 101:4 119:7 120:1,13 129:1 135:13 137:21 139:14 140:15 147:10 152:2 167:2,9 198:18 202:7 210:10 214:10 218:10 237:8 239:1 <b>made</b> 8:13 24:2 48:14 96:7 112:14 124:18 142:16 172:5 224:11</p>	<p><b>main</b> 161:20 164:5 202:14 211:16 <b>maintains</b> 17:7 <b>maintenance</b> 62:18 236:6 <b>major</b> 15:25 30:5 38:2 <b>majority</b> 31:10 31:18 34:3,12 34:16,25 35:10 35:23,23 85:20 103:8 113:7,10 124:20 125:3 158:20 164:20 236:14 <b>make</b> 15:2 16:16 18:10 38:24 39:18 40:22,23 42:5 51:2 52:12,21 53:10 54:6 55:22 58:20 59:17 65:21 66:2 68:14 86:18 88:1 95:7,10 101:5 104:10 105:21 108:13,17 115:8 137:10 138:1 139:1,9 146:18 171:6 177:15,21 183:7,13 184:8 189:7,11,18</p>	<p>206:17 211:1 217:5 230:13 236:7 <b>makes</b> 28:12 37:22 48:24 126:19 175:18 <b>making</b> 96:14 183:16 <b>manage</b> 228:14 <b>management</b> 234:6 <b>managing</b> 216:15 <b>mancha's</b> 26:18 <b>mandate</b> 27:10 27:15 <b>mangle</b> 228:3 <b>mangling</b> 93:16 <b>manifestation</b> 122:21 <b>manner</b> 8:2 106:9 118:12 135:20 <b>map</b> 157:2,3 162:4 178:6,10 178:12 180:18 180:19 184:13 185:10 188:3 188:19,21 189:2 194:2 <b>mapped</b> 179:3 180:8 <b>mapping</b> 156:21 157:7</p>
---	--	---	--

[mapping - million]

<p>178:3 182:18 188:8 <b>maps</b> 188:15 193:14 <b>march</b> 76:10 81:17 83:3,7 85:17 <b>marie</b> 241:2,18 <b>mark</b> 2:8 52:15 <b>mark's</b> 53:22 54:7,11 <b>marked</b> 50:14 54:3 82:7 <b>market</b> 125:17 <b>marlene</b> 2:6 238:11,15,17 <b>massive</b> 17:23 126:20 <b>matador</b> 34:24 37:8 56:3,6 <b>matched</b> 32:23 <b>math</b> 68:17 <b>matter</b> 13:16 40:11 101:12 101:18 119:15 138:7 165:14 209:13,18 228:11 <b>matters</b> 17:22 23:24 26:12,16 <b>maturity</b> 163:17 <b>maximize</b> 219:11</p>	<p><b>maximum</b> 163:4 169:20 170:5 <b>mba</b> 215:20 <b>mccoy</b> 2:8 <b>mean</b> 10:8 32:17 34:10 42:2 48:20 50:4,5 57:23 59:7 60:3,4,5 61:25 71:3,23 73:9 75:6 76:9 77:13 80:21 83:22,24 85:9 85:20 86:5,6 86:12 87:25 95:7,10 97:10 97:10 101:2 104:8,16 107:17 110:10 111:11 113:14 114:21 115:5 122:5 123:1 126:7 135:18 142:9 154:7 160:17 162:13 183:13,20,21 187:3,3 194:13 199:2 206:5 209:8 210:14 213:3 229:17 233:18 <b>meaning</b> 17:4 162:20</p>	<p><b>means</b> 154:18 203:5,6 224:13 <b>meant</b> 85:16 209:3 235:9 <b>measure</b> 175:13 182:15 <b>measurement</b> 181:9 194:1 <b>mechanism</b> 112:2 <b>medium</b> 30:9 <b>meet</b> 27:10 32:19 <b>meeting</b> 228:13 229:7 239:13 <b>meetings</b> 30:20 33:4 <b>member</b> 228:2 228:8 <b>members</b> 122:4 122:6 <b>memo</b> 97:12 <b>memorandum</b> 97:20 <b>mention</b> 56:2 153:8 <b>mentioned</b> 56:17 64:5 71:25 96:6 120:15 124:10 158:16 161:18 229:19 <b>mentions</b> 57:22 <b>mesa</b> 213:7</p>	<p><b>mesaverde</b> 205:11 <b>met</b> 228:17 <b>methodical</b> 16:13 <b>mexico</b> 5:3,7,9 32:19 227:11 227:12 232:12 232:15 <b>microseismic</b> 208:8 <b>middle</b> 19:16 19:20,23 32:5 83:7 200:7 <b>mighty</b> 16:11 24:12 34:1 43:4 46:5,22 49:15 56:22 57:11 65:9 67:6 81:16 90:5 91:14 186:15 223:11 225:21 226:19 <b>mile</b> 32:4 68:15 69:13,14,16,17 69:18 77:23 78:18 130:18 130:19 162:10 224:15,17 <b>miles</b> 163:11 186:1 <b>million</b> 37:5,16 39:19,20 57:2 67:8,9,13,16 68:15,22,22,25</p>
---	---	---	--

[million - name]

<p>69:5 70:15  <b>millions</b> 37:11  <b>mindset</b> 141:5  <b>mine</b> 147:19  <b>mineral</b> 60:7,9  <b>minerals</b> 21:5  22:17 109:14  <b>minimal</b> 124:13  126:8 170:20  203:1,6 206:17  233:11  <b>minute</b> 35:5  119:12 167:18  <b>minutes</b> 26:15  238:2  <b>miscommuni...</b>  180:4  <b>misrepresent...</b>  179:16 180:12  <b>misrepresent...</b>  157:8  <b>missed</b> 205:20  <b>missouri</b>  240:22  <b>mixed</b> 99:20  213:4  <b>model</b> 182:2  <b>modeler</b> 182:8  <b>moderated</b>  1:10  <b>modification</b>  73:5  <b>moment</b> 65:4  66:2 72:10  89:15,18 91:6</p>	<p>119:13 152:10  190:21 198:14  210:7 217:19  219:1 231:4  <b>money</b> 39:18  <b>monitoring</b>  235:21  <b>month</b> 9:5  82:15  <b>months</b> 76:12  78:7 130:2,12  130:21 224:2  <b>morning</b> 4:17  6:15 7:8 11:19  23:7,8,9 42:13  42:14 120:4  238:4  <b>motion</b> 95:4  97:11 100:6  <b>motions</b> 5:13  <b>move</b> 7:24 33:5  75:17 147:8  218:11 222:15  229:15 233:1  <b>moved</b> 210:2  <b>moving</b> 30:11  79:4 115:6  208:1  <b>mp</b> 226:19  <b>mplg</b> 226:18  <b>mrc</b> 4:11 57:11  124:2  <b>mueller</b> 2:20  3:6 75:22  95:21 100:12</p>	<p>150:12,15,18  150:21,21  151:4,6,6,10,14  151:18 152:1  152:14,17,21  153:3,7,13,21  154:12,18  155:9,13,16  156:1,13,16,21  157:16 158:15  159:10 160:9  160:16 161:1  161:10,19  162:9,17 164:5  164:14 165:4,7  165:13,20  166:3,17 167:3  167:8 168:2,5  168:6 169:6,12  169:19 170:7  171:9,15,19  172:2,9 173:1  173:10,15  174:7,12 175:3  175:7 176:6,18  177:9 178:4,8  178:14,18  179:2,7,11,19  180:2,6,14  181:7,12,17  182:1,5,11,17  183:4,19 184:7  185:8,12,19  186:7,11,13,18  187:1,9,17</p>	<p>188:14 189:10  189:15,20  190:2,7,13,18  191:4 192:16  193:1,7,11,14  193:21 194:7  194:11,15,18  195:9,16,19  196:3,7,11  197:1,7,11  198:1,4,8,10,16  198:20 199:2,4  199:8,13,18  200:4,8,12,18  201:2,9,14  202:11,13,21  203:12,21  204:8,13,18  205:5,15,21  206:5,10 207:3  207:13 208:5  208:14 209:10  210:5,9,20  214:7 227:1  <b>multi</b> 13:9  <b>multiple</b> 78:14  144:15  <b>mute</b> 133:7</p>
			<b>n</b>
			<p><b>n</b> 2:1 3:1,1 4:1  23:16,16 215:5  <b>name</b> 4:4 23:15  23:21 75:22  150:20 151:5  215:3</p>

[narrowly - number]

<p><b>narrowly</b> 9:10  <b>native</b> 207:1  228:5  <b>natural</b> 234:6  <b>naturally</b> 192:4  <b>nature</b> 40:12  51:23 134:19  135:17  <b>near</b> 83:16  85:25 88:16  170:4  <b>nearby</b> 80:20  80:21 86:5  203:10  <b>nearly</b> 33:8  88:4  <b>necessarily</b>  28:25 29:7  69:14 72:1  77:20 82:23  83:16,18 85:23  142:9 230:10  <b>necessary</b>  16:16 79:21  <b>necks</b> 17:11  <b>need</b> 9:9,13  11:22 12:6  21:24 25:7  75:17 87:21  88:6 91:5 94:3  105:16 114:12  133:13 144:14  146:5 163:16  167:13,15  172:5 189:18</p>	<p>222:5 233:7  238:3  <b>needed</b> 28:2  89:2 149:1  169:1 233:1,10  <b>needs</b> 9:12 13:3  13:4 27:13  164:8 171:4  <b>negatively</b>  44:17  <b>neglected</b> 4:19  <b>negotiate</b> 149:4  <b>negotiations</b>  30:11 32:9  44:11 120:20  121:10  <b>neither</b> 240:10  241:7  <b>net</b> 37:2,3  49:21 57:18  <b>neutral</b> 10:23  34:25 36:4  52:1,5 56:4,10  124:19  <b>neutron</b> 173:17  203:18 204:14  <b>never</b> 32:23  115:4,9 119:4  228:12  <b>nevertheless</b>  63:5 74:21  109:13 196:4  <b>new</b> 5:3,6,9 8:8  8:11,12 32:18  47:16 106:6</p>	<p>121:17 122:8  122:11,12,18  223:20 227:11  227:12 230:7  232:12,14  <b>nice</b> 85:1 146:6  <b>night</b> 6:8 7:3  9:17 11:16,16  41:23 54:18  <b>nitty</b> 39:16  69:9  <b>non</b> 212:8  <b>normal</b> 76:15  <b>north</b> 28:16,20  29:20 45:20  46:16,25 47:5  59:16 60:25  62:23 85:21  86:4 123:5  130:19 163:12  205:11  <b>northern</b> 4:12  37:8 53:8  120:7  <b>northwest</b>  78:18  <b>nos</b> 1:4  <b>notary</b> 240:21  <b>note</b> 9:21 38:11  52:23 53:21  102:7 231:16  <b>noted</b> 11:18  16:22 51:4  54:8 130:10</p>	<p><b>notes</b> 145:16  <b>notice</b> 17:19  77:9,16,21  78:24 79:3  124:5,5 145:3  149:2,4  <b>noticed</b> 78:11  161:20  <b>notices</b> 144:15  144:21  <b>notification</b>  78:10  <b>notified</b> 145:6  <b>notify</b> 67:23  78:14 144:10  <b>notwithstandi...</b>  103:12,13  <b>nowadays</b>  209:2  <b>nuance</b> 136:14  <b>nullify</b> 122:2  <b>number</b> 5:3,7  15:17 17:1,11  41:13 43:3  48:22 49:2  81:24 87:15  108:5 121:14  123:11 156:2  159:4 161:2,8  186:20 187:4  188:6 196:12  203:4,6 211:11  218:15 224:14  227:14</p>
--	--	---	---

[numbers - okay]

<p><b>numbers</b> 10:2 13:1 35:19,20 35:22 39:2,16 191:1 192:18 201:12,18 223:21</p>	<p><b>occur</b> 19:19 132:7 <b>occurred</b> 44:12 51:10 <b>occurrence</b> 19:2,13 <b>ocd</b> 1:3 131:14 131:17 205:2,8 215:13 234:2 <b>offer</b> 74:15 112:14 142:7,9 217:11 <b>offered</b> 32:18 32:21 38:15 112:6,9 141:20 142:12 <b>offers</b> 142:15 144:16 <b>office</b> 89:20 160:8 <b>officer</b> 4:18 7:12 13:15 18:8 39:6 40:9 42:12 55:18 88:12,20 119:8 129:1 139:14 140:15 167:9 214:10 239:1 240:1,2 <b>offices</b> 205:3 <b>offs</b> 87:12 <b>offset</b> 160:1 162:20 163:11 170:8 171:13 194:4</p>	<p><b>offsets</b> 182:10 <b>offsetting</b> 22:14 171:6,17 183:1 <b>ogi</b> 236:4,12 <b>oh</b> 32:20 89:9 119:12,18 140:18 169:11 191:9 230:18 <b>oil</b> 1:1 4:11,13 17:4 21:13 53:22 54:11,13 54:22 55:5 120:7 136:16 137:4,5 138:2 181:15 187:8 193:20 194:1 201:10 205:9 233:13 <b>okay</b> 14:22,22 21:10 23:19 26:2 28:1 32:6 32:13 33:12,18 34:14 35:4 36:6,17,20 37:21 42:25 43:7,10 45:6 45:17 48:14,17 49:9,13 52:6 52:11 53:20,21 53:23 56:12,16 57:14 58:10,24 60:11,13 61:14 61:14 64:14,21 65:12 66:1 67:5,9 68:3</p>	<p>69:11,21 70:24 72:9 73:25 74:3 76:3 81:9 81:21,21 82:13 82:14 84:4 87:17 89:13 91:7,11 92:5,9 93:19 94:15 95:2,6,15 96:12,18,21 97:9,19 98:6 98:16 100:20 103:12 104:8 105:1,3,20 106:2,3,19,19 107:2,7,20 108:3 109:20 110:17 112:1 112:14,17 114:20 115:21 116:5,9,11,19 116:20 117:17 119:5,6 121:13 122:4,14 123:4 123:7,17 126:4 129:7 131:5 135:5 136:19 137:3,8,20 141:4 142:18 143:7 144:4 145:2 147:21 149:3 150:4 152:18 153:1,4 153:8,18 154:15 155:5</p>
<b>o</b>			
<p><b>o</b> 3:1 4:1 23:16 23:16 215:5 <b>o'clock</b> 6:9 9:17 <b>oa</b> 45:17,23 46:25 59:11,13 62:13 122:17 122:18 123:3 <b>object</b> 26:24 39:7 <b>objection</b> 25:25 26:1,4 152:8,9 152:11 201:21 217:16,17,19 218:19,20 <b>objections</b> 5:15 59:1 <b>obligations</b> 122:2 <b>obliquely</b> 148:8 <b>obstacle</b> 32:1 <b>obstacles</b> 31:7 <b>obtain</b> 171:4 <b>obtained</b> 87:7 <b>obviously</b> 5:13 57:24 69:17 114:16 <b>occasionally</b> 102:20</p>			

[okay - order]

155:19 156:11 156:19 157:13 158:8 159:3 161:14 162:6 162:12 164:11 165:1,11 174:3 176:1 177:16 177:20 180:21 182:3,7 184:14 184:15,16,17 186:8 191:3,4 191:7,12,16,18 192:14 193:5 193:16 194:16 195:4,5 200:9 203:8 204:7 206:2,20 207:17 209:21 210:18 211:6 220:1 222:11 222:15 223:7 226:14 227:8 228:20 229:13 229:19 230:8 230:21 232:3 232:16 236:21 238:14,16 239:8 <b>oklahoma</b> 215:20,20 <b>old</b> 122:6,9 209:5 <b>once</b> 101:14 123:15 162:4 200:20 221:10	<b>one's</b> 18:21 <b>ones</b> 145:17 146:12,18 161:15,17 170:3 230:6 <b>onsite</b> 227:20 229:18 <b>oops</b> 226:6 <b>open</b> 14:23 27:2 30:10 82:8 <b>opening</b> 3:3,4 5:19 14:24 15:2 <b>operate</b> 30:23 118:11 <b>operated</b> 216:16 <b>operating</b> 31:12,16,24 37:11 45:9,11 46:7,13 47:1,4 47:6 50:9 51:19 54:22 60:18 62:15,19 80:3 121:14,15 121:17,19 122:1,3,6,7,9 122:12 219:5 <b>operations</b> 114:14 <b>operator</b> 16:1 30:24,24 32:3 45:23 74:5 79:8,17,21	80:2 86:13 118:5 130:12 132:14,21 171:10 191:20 192:1 <b>operators</b> 15:11 47:11 70:14 83:10 85:10 158:21 164:20 209:2 <b>operatorship</b> 31:9,15,16 81:3 <b>opinion</b> 27:9,12 28:11 35:18 58:11 64:10,22 79:7 129:16 159:8 160:12 195:6 <b>opinions</b> 18:11 134:1,3 <b>opportunity</b> 8:19 11:18 14:9 17:16 18:3 21:4 38:18 74:16 169:21 <b>opposed</b> 161:1 <b>opposite</b> 222:7 222:9 <b>optimally</b> 93:12 <b>option</b> 25:1,10 26:22,23 27:25 81:24 90:13,14	90:16 108:5,9 109:5,20,20 110:19 111:9 112:2,2 113:2 113:21 114:1,2 114:12 115:15 116:1 117:2 134:13 135:5,6 135:9 136:7,9 136:15 137:4,5 137:7,9,11,11 137:15 139:20 140:3,4,5 141:13,13,14 144:7 194:21 196:6 207:7,7 207:8,10,11,14 207:20 211:8 212:19 <b>options</b> 21:10 21:11 87:22,23 101:12 107:20 107:21 108:2,4 131:21 132:1 140:3 <b>order</b> 5:25 7:14 7:21 8:10,19 8:24 9:23 10:5 13:21,24 16:25 56:1 67:25 72:15 75:11 104:10 107:11 110:12,12,21 126:2,16 164:3 167:12 171:6
--	--	---	--

[order - owns]

<p>174:18  <b>orders</b> 87:7,9  87:11 129:14  <b>ordinary</b> 17:4  <b>organized</b>  42:16  <b>orient</b> 14:5  15:3  <b>oriented</b> 62:23  <b>original</b> 32:16  47:22 92:15  123:3 230:5,6  <b>originally</b>  47:23 92:19  142:9  <b>orth</b> 1:10 2:3  4:2,5,22 7:10  9:15 11:15  12:10 14:14,19  15:4 18:5 23:1  23:7,10,14,17  25:25 26:2  27:3 40:5,16  40:19 41:1,12  41:24 42:10  55:24 86:22  87:17 88:2,6,8  88:13,16 100:9  101:6,19  119:10 120:9  129:4,8 133:12  133:14 135:11  136:5,11  138:15 139:12  139:16 140:8</p>	<p>140:18,21  145:15 146:21  147:6,15,21  148:3 150:6,9  150:14,19  151:2 152:7,10  167:5,15 168:1  198:13 202:4,6  202:9 210:3,8  210:14,17,19  211:5 214:5,14  214:18 215:2,7  217:16,18  218:18,21  225:12 226:9  231:2 232:7  237:2,5,10,19  238:11,17  239:5,8  <b>outcome</b> 39:21  124:20 197:17  207:8 240:15  241:12  <b>outline</b> 85:1  186:17  <b>outset</b> 117:21  <b>outside</b> 44:18  44:20 45:1  <b>overall</b> 122:20  124:10 125:2  126:20 128:14  <b>overhead</b>  237:14  <b>overlap</b> 60:23</p>	<p><b>overlapping</b>  79:25  <b>overlaps</b> 60:2  <b>overview</b>  161:15,15  <b>own</b> 19:7,8,9  19:10 20:9  22:17 34:4,4  38:13 63:25  64:2,22 78:19  102:12 112:6,7  112:13,17  113:8,11,16  125:6 141:16  150:2 187:14  204:4  <b>owned</b> 35:25  36:3  <b>owner</b> 37:2,4  57:19 59:24  60:6,8,9 74:8  74:25 75:5  78:17 85:7  127:15 148:20  <b>owners</b> 10:21  11:2 17:9 19:4  19:7,9 20:22  20:25 21:1,3,8  22:2,16,23  29:24 30:8  34:3,12 38:6  39:2,12 46:20  49:22 50:21  63:25 67:23  71:18 73:16</p>	<p>74:16,22 76:17  77:10,24,24  78:8 83:13  90:20 92:6  94:16 95:8  98:10 103:5  109:13 110:1  110:20 111:3  111:12 112:2,6  112:13,16  113:2,7,11,16  121:18 125:20  126:17 127:10  141:16 146:8  190:5  <b>ownership</b>  10:14 19:2,4  19:11,14,17,19  20:5 35:17  49:14,16,20  51:1 56:8 57:6  58:22 59:2,8  59:15 60:16  61:3,3,7,10,13  61:19,24 62:5  63:1,6,19  64:16 111:14  111:16,19  112:4,18 125:7  212:11  <b>owning</b> 34:8  57:10 58:7  <b>owns</b> 125:3</p>
--	--	---	--

<b>p</b>	34:19 41:25 48:23 49:2,5,8 51:3 55:23 65:3 66:3 72:24 73:3 82:4,5,7 91:4,8 91:9 97:13 106:1 113:2 191:11 202:14 219:9 <b>pages</b> 6:9 9:23 10:20,20,24 33:19,19 46:6 49:19 65:13 73:20 <b>paginated</b> 49:4 <b>paid</b> 39:3 75:6 <b>panel</b> 2:7,8,9 2:10,11,12,13 2:14,15,16,17 2:18,19,20,21 141:5 <b>paragraph</b> 26:22 27:8 28:7 37:22 43:9 45:7,8 72:25 79:6 81:23 82:15 84:8,9 91:19 92:10,17 93:2 93:20 94:8 104:19,20 130:6,9 162:13 177:16,17 219:9 226:5,12	231:12 <b>paragraphs</b> 10:6,6 <b>paramount</b> 17:5 <b>paraphrase</b> 51:25 94:7 <b>paraphrasing</b> 134:11 <b>pardon</b> 119:21 190:20 <b>parent</b> 207:2,4 <b>park</b> 2:12 <b>part</b> 17:18 33:18 35:5 55:16 77:9 79:20 101:8 105:15 106:3 119:15 122:11 131:20 144:19 144:20 157:5 159:16 174:13 174:21 180:4 182:6,18 209:11,12 216:20 222:18 223:13 226:17 <b>partially</b> 60:1 60:22 <b>participate</b> 122:8 126:18 <b>particular</b> 41:15 54:2 79:9	<b>particularly</b> 11:17 <b>parties</b> 12:9 20:2 31:16 48:1,11 55:21 124:19 198:15 203:17 240:11 240:14 241:8 241:11 <b>partners</b> 37:13 37:13 76:13 95:9 <b>parts</b> 121:16,18 122:9 205:10 <b>party</b> 14:9 52:5 54:10 57:7 85:7 152:11 231:5 <b>past</b> 15:13 16:3 53:22 81:7,8 120:21 121:10 121:10 <b>patience</b> 26:8 <b>patterns</b> 206:3 206:4 <b>paula</b> 4:19 <b>pause</b> 34:7 119:13,17 152:10 198:14 217:18 218:21 231:4 <b>pay</b> 39:19 74:10,25 75:7 <b>pdf</b> 49:5,8 82:5 82:8 202:14
----------	--	---	---

[people - place]

<p><b>people</b> 32:4 39:20 69:7 72:1 78:13,14 78:15 81:5 87:25</p> <p><b>percent</b> 30:1 34:8 38:19 67:19 71:24 72:4,8 97:3,14 97:15 99:2,4 111:6,7 116:7 173:18,18 174:16 180:15 180:16 187:1 187:11 189:17 190:11 192:9 192:10,19,19 193:13 196:1 233:17,19 234:7,13,15</p> <p><b>percentage</b> 97:7 134:15 136:21 186:21 192:4 195:14</p> <p><b>percentages</b> 19:5 33:16 111:14 112:4 193:3 201:12 201:19</p> <p><b>performance</b> 81:7,8,8</p> <p><b>permeability</b> 172:19</p> <p><b>permeable</b> 166:19</p>	<p><b>permian</b> 4:11 5:17 6:3,7,21 15:12 16:7,19 16:22 17:10 20:3 21:17 26:9 28:8,22 30:18 31:3,4 33:2,7,14 35:20 36:1 37:1,9,16 38:23 39:5,13 41:21 43:19,22 44:2,12 48:20 56:25 57:12 58:1,3 61:6,17 62:3 72:14 73:9,14 74:17 74:23 79:23 81:13 82:20 83:8,23 84:1 84:10,13,25 85:2,16 87:6 118:15,21 120:18 121:4 124:11 125:6 126:21 127:4 127:18 128:1 129:16 130:11 131:2,4,7,14 132:14 135:3 149:16 153:2 156:2 160:3 161:12 163:7 164:1 166:1,10 166:15 170:16</p>	<p>171:17 198:20 199:11 200:5 219:5,6,10 220:2,8 221:1</p> <p><b>permian's</b> 19:1 21:22 22:7,8 22:21 28:14 35:22 41:10 64:16,20 72:21 82:1,25 84:21 105:5 118:9 143:5 197:16 197:17 221:13</p> <p><b>permit</b> 212:13 234:13</p> <p><b>permits</b> 76:19 76:20 159:18</p> <p><b>permitted</b> 160:10 161:2</p> <p><b>perry</b> 196:11 196:13,18 197:5</p> <p><b>personal</b> 204:11</p> <p><b>perspective</b> 12:21</p> <p><b>petroleum</b> 215:19</p> <p><b>petrophysics</b> 182:2</p> <p><b>ph</b> 26:11,18,21 27:8 28:5,7 33:13,23 34:15 36:21 37:21 41:14 72:11</p>	<p>73:4,18 74:4 74:15 85:1 134:7</p> <p><b>pheasant</b> 16:11 24:13 34:2 43:4 46:5,23 49:15 56:22 57:11 65:9 67:7 81:16 90:5 91:14 186:15 223:11 226:1,19</p> <p><b>phi</b> 157:1,2 158:16 177:14 177:18 179:4 179:13 181:3,8 181:18,19 184:21 185:10 185:18 186:9 187:7,14,15,19 187:21 188:1,4 188:19,21 189:4,8 191:2 193:3,14 194:2 194:4</p> <p><b>philosophies</b> 15:8</p> <p><b>phrase</b> 29:12</p> <p><b>pick</b> 6:18</p> <p><b>pilot</b> 171:17 172:1</p> <p><b>pioneer</b> 15:22</p> <p><b>pivot</b> 107:20</p> <p><b>place</b> 20:18 27:19 47:12</p>
---	--	--	--

[place - position]

77:6 81:22 121:16,20 162:16 212:8 213:17 <b>places</b> 125:12 153:16 <b>plain</b> 103:15 <b>plan</b> 12:11,15 14:6 15:21 16:19 22:8,21 26:22 28:8 30:11 33:15 36:22 39:5,13 39:13 50:1 55:2 57:3 126:21 127:4 127:10 163:3,7 168:13 169:18 169:20 170:6 171:18 197:16 201:2 206:6 208:17 221:18 223:11 226:18 234:6,8 236:17 <b>plane</b> 236:3 237:13 <b>planning</b> 216:15 217:13 <b>plans</b> 16:16 31:10 32:22 37:24 57:1 78:9 80:25 117:3 130:14 156:3 166:6 206:9,9 219:10	<b>platform</b> 4:25 239:11 <b>play</b> 70:22 207:18 <b>players</b> 15:25 30:5 <b>plays</b> 32:9,10 <b>pleadings</b> 5:11 27:14 <b>please</b> 15:4 18:8 23:10 27:3 86:22 87:19 88:18 150:15,20 168:3,8 214:20 <b>plethora</b> 230:12 <b>plot</b> 49:16 166:4 <b>plots</b> 204:12 <b>plugged</b> 118:17 119:1 <b>plus</b> 33:19 <b>point</b> 12:17 21:22 37:7 40:3 51:12 54:23 56:10 58:6 61:15 63:11 78:6,19 84:13 86:7,21 98:17 102:21 120:21 136:14 137:9,21 138:5 138:14 145:9 157:18 169:17	177:5 180:14 183:7 197:3 201:11 217:10 <b>pointed</b> 120:17 125:10 126:15 126:15 145:10 223:5 <b>points</b> 98:9 189:2 203:3 <b>pool</b> 18:22,23 19:16,20,23 20:5 22:3 48:11 90:15 107:11 108:5 110:18 137:15 137:20 155:7 195:4 196:5 205:4 211:20 212:10 <b>pooled</b> 48:2 54:10 73:15 74:8,15 110:20 116:4,6 144:11 200:1 <b>pooling</b> 5:6,9 16:10 19:18 36:14 72:15 73:5 75:11 80:13 83:19 84:2 85:4,25 86:9 87:7,15 101:9,10,11,15 101:15 104:12 105:3 110:6,11 110:12,21	129:14 144:8,9 145:1,6,21 147:18 148:10 148:16 191:21 202:2 207:9,20 211:9 213:9,10 <b>pools</b> 18:21 19:3,7,15 87:8 191:20 194:21 205:8,11 <b>pore</b> 157:21 158:1 177:14 179:4 181:3,9 182:16 184:9 184:20 185:10 185:14,15 <b>pores</b> 181:11 <b>porosity</b> 158:5 158:20 173:17 173:18,21 174:15 177:18 184:2 193:17 193:19 <b>porous</b> 166:19 <b>portion</b> 98:19 116:11 179:18 181:14 182:13 <b>portions</b> 183:14 <b>position</b> 11:1 20:12 28:9 51:9,11 84:11 96:19 107:5,8 113:15,18 189:12
---	---	---	---

[positioning - produce]

<p><b>positioning</b> 198:21</p> <p><b>positions</b> 10:22 103:1,13</p> <p><b>possibility</b> 205:3</p> <p><b>possible</b> 76:20 133:19 166:15 207:4 210:11 229:14</p> <p><b>possibly</b> 6:6</p> <p><b>post</b> 139:1</p> <p><b>posting</b> 144:17</p> <p><b>potash</b> 76:23 77:1,10,20 78:11,21</p> <p><b>potential</b> 145:6 169:8 174:14 178:21 180:11 181:6 187:11 207:12 208:18 229:11</p> <p><b>potentially</b> 78:8 116:12 144:11 170:1 170:11 187:14 200:10 227:4</p> <p><b>powering</b> 234:10</p> <p><b>pr</b> 35:25,25</p> <p><b>practicable</b> 22:1</p> <p><b>practical</b> 22:22</p> <p><b>practicality</b> 17:1</p>	<p><b>pre</b> 13:22,23 14:13</p> <p><b>precise</b> 16:12</p> <p><b>precludes</b> 77:4</p> <p><b>predictive</b> 197:16</p> <p><b>prefaced</b> 133:15,15</p> <p><b>prefer</b> 129:2 207:11</p> <p><b>preference</b> 20:10 140:3,6</p> <p><b>preferred</b> 207:8</p> <p><b>prehearing</b> 5:13 8:9</p> <p><b>prep</b> 208:11</p> <p><b>prepare</b> 8:20 8:24</p> <p><b>prepared</b> 48:1 59:2,8 65:16 65:17 84:18 241:3</p> <p><b>present</b> 5:25 7:17 17:9 18:3 24:3 41:8 121:11 129:10 153:14 189:21</p> <p><b>presentation</b> 41:7 222:19 224:10</p> <p><b>presented</b> 127:4 224:10</p> <p><b>presenting</b> 127:1</p>	<p><b>presents</b> 15:10</p> <p><b>pressure</b> 209:3 235:1,3,7,9,9</p> <p><b>presumably</b> 5:20 178:20</p> <p><b>pretend</b> 182:8</p> <p><b>pretty</b> 13:6 30:3,3,10 38:10 72:4 133:9 141:8 143:12 153:16 176:18 187:2,4 187:14 188:2,3 204:9 208:1 219:15 235:16 236:17</p> <p><b>prevails</b> 51:17</p> <p><b>prevent</b> 17:8 22:16 108:7,21</p> <p><b>preventing</b> 236:18</p> <p><b>previous</b> 190:6</p> <p><b>price</b> 15:19 17:10 125:11</p> <p><b>pride</b> 69:23 70:25 132:15 211:10</p> <p><b>primarily</b> 16:6 103:7 199:19</p> <p><b>primary</b> 93:9 94:1,16,19 100:17 103:19 105:9</p> <p><b>prime</b> 176:17</p>	<p><b>printed</b> 14:20</p> <p><b>prior</b> 31:4 43:22 44:12 118:9 240:5</p> <p><b>probably</b> 37:15 53:5 69:9 87:24 135:20 141:8 174:18 176:11,14 206:16 208:5 213:8 233:21</p> <p><b>problem</b> 20:23 21:10</p> <p><b>procedural</b> 13:16</p> <p><b>procedure</b> 5:24 101:9,11</p> <p><b>proceed</b> 41:8 139:10 171:7 215:12</p> <p><b>proceeding</b> 1:15 8:2 241:4</p> <p><b>proceedings</b> 17:15 240:3,4 240:6,8 241:6</p> <p><b>process</b> 77:9 101:18 219:11</p> <p><b>produce</b> 20:15 20:24 21:5,17 22:5 93:8 94:1 94:16,19 98:11 99:2,10 100:17 103:19 104:11 104:18 109:2,4 136:20 199:7</p>
--	--	--	---

[produce - proven]

<p>200:6,11,16 211:15 212:15 212:19,20</p> <p><b>produced</b> 105:10,17 108:15 111:7 116:13 193:10 201:7</p> <p><b>producers</b> 79:18</p> <p><b>produces</b> 192:1</p> <p><b>producing</b> 22:16 96:14 103:7 192:12 199:14,16</p> <p><b>production</b> 16:19 38:12 74:13 75:7 92:13,19 94:1 94:10,13,17 95:13 96:9 97:3 98:5 99:8 101:13,16 103:8 108:14 108:15 109:21 110:19 111:13 112:3,8 113:3 116:7 133:5 134:14 162:20 181:6 187:18 187:21 188:7,9 189:3 190:11 192:3,7,12,19 195:14 196:1 200:2 208:12</p>	<p>215:14 216:7 216:16 217:13 219:12</p> <p><b>productivity</b> 178:21 182:16 187:7,11,15,16 188:4,17,20 189:8 194:4</p> <p><b>professional</b> 23:24 216:4</p> <p><b>program</b> 228:14 236:6</p> <p><b>progress</b> 16:15</p> <p><b>project</b> 225:21</p> <p><b>projected</b> 92:13 141:21</p> <p><b>projects</b> 217:3</p> <p><b>prompted</b> 139:20,21 147:14,19 148:10</p> <p><b>prompting</b> 102:13</p> <p><b>promptly</b> 123:15</p> <p><b>pronounce</b> 75:21</p> <p><b>pronunciation</b> 76:1</p> <p><b>propagate</b> 174:20</p> <p><b>propagating</b> 172:20</p> <p><b>propagation</b> 173:14</p>	<p><b>properly</b> 189:19</p> <p><b>proportion</b> 112:18</p> <p><b>proposal</b> 14:17 21:2 22:10,20 48:20 57:7 78:10 81:24 90:4 92:11,15 101:8,9 105:6 137:18 147:13 148:14,15 149:10,14 190:6 219:14</p> <p><b>proposals</b> 17:2 65:2,5 80:9 81:10,12 83:1 83:18,25 84:5 104:17 119:4 147:13,18 148:9 171:14 223:6 230:4 233:14,16</p> <p><b>propose</b> 6:19 6:21 13:21 47:4,16 76:16 78:16,21 83:11 171:11</p> <p><b>proposed</b> 6:20 7:13 16:10,23 22:9 46:6,11 47:6 60:2 66:23 69:2 73:5 74:15,24 76:13 78:11,15</p>	<p>80:19 83:8 87:22 92:19 93:8 94:19 100:16 105:2 107:21 127:21 128:1,2 138:20 162:17 170:2,9 197:17 206:13 230:4</p> <p><b>proposes</b> 15:16 74:4</p> <p><b>proposing</b> 16:8 20:24 21:9,16 22:15 31:23 63:4 72:14 73:14 74:25 78:25 85:16 97:17 121:17 149:5 164:1 168:13 220:9 225:19</p> <p><b>proration</b> 34:1 34:9,11 35:2 57:11 63:4,13 70:17 112:11</p> <p><b>prospective</b> 163:5</p> <p><b>protect</b> 17:8 20:20 22:2,23 108:21</p> <p><b>protecting</b> 20:21 38:8</p> <p><b>protection</b> 17:5</p> <p><b>proven</b> 16:13 30:24,24</p>
--	---	--	---

[provide - raising]

<p><b>provide</b> 8:24 10:18 13:5 22:8 28:2,2 126:11 149:2,4 149:10,13 150:2 204:3,5 210:11 <b>provided</b> 8:23 17:16 24:14,20 25:2,10 46:4 57:7,18 58:3 131:11 <b>provides</b> 77:16 <b>providing</b> 191:15 <b>provisions</b> 21:12 <b>proximal</b> 159:16 <b>proxy</b> 181:5 182:16 187:16 193:17 <b>prudent</b> 32:3 57:17 79:17 106:9 <b>prudently</b> 80:3 <b>public</b> 29:7 80:11,12 144:17 240:21 <b>published</b> 145:1 <b>pull</b> 48:24 65:21 84:24 86:23 87:11 89:13 105:18</p>	<p>190:21 <b>pulled</b> 11:25 97:15 143:14 <b>pure</b> 59:23 <b>purple</b> 154:4 <b>purpose</b> 101:3 <b>purposes</b> 51:25 59:19 202:2 <b>pursuant</b> 191:21 <b>push</b> 69:6 107:17 <b>put</b> 6:12,14 7:7 8:7,16 12:22 29:5 51:18 85:1 102:2 117:8 156:3 165:5 <b>putting</b> 40:24 42:6 221:6</p>	<p>101:1 103:4 117:1,16 119:16 133:10 135:16,17,19 136:6,8 139:17 139:21 141:3 147:12,18,19 148:9 164:12 164:13 198:16 201:15 202:5 202:15 211:9 211:19 219:18 223:13 227:9 231:11 233:4 237:9,17 238:6 238:8,18 <b>questioning</b> 6:13,18 7:7 100:1 102:16 118:1 139:9 222:16 <b>questions</b> 6:1 17:1 27:2 40:2 40:6,12 50:18 58:19,23 84:6 87:21 99:19 102:1,6,10,14 102:15 119:8 120:7,16 121:14 123:8 129:2 131:21 135:14 138:1,5 139:16 140:16 141:8 143:12 145:14 146:13</p>	<p>147:2,4 150:5 160:19 161:16 161:18 167:7 167:13 168:8 198:10,11 202:10 208:3 210:1,4,7,12 211:2,8 213:20 219:8 225:10 225:13,18 231:1,5 232:6 237:1,4 <b>quick</b> 58:4 61:11 82:11 91:4,8 202:18 208:1 <b>quickly</b> 76:20 <b>quite</b> 52:13 76:19</p>
	<b>q</b>		<b>r</b>
	<p><b>qc</b> 162:5 <b>qualified</b> 240:7 <b>quality</b> 179:17 183:16 <b>quantify</b> 182:18 <b>quarter</b> 15:20 <b>quarters</b> 63:12 <b>question</b> 12:8 17:3 26:25 39:9 40:17 59:18 60:12,14 64:8 68:19 69:6 85:9</p>		<p><b>r</b> 2:1 4:1 151:1 <b>rack</b> 206:3 <b>racks</b> 208:8 <b>radius</b> 77:23 78:9 <b>raise</b> 23:10 150:15 161:16 161:18 214:19 <b>raised</b> 9:11 44:16 <b>raises</b> 11:14 16:25 <b>raising</b> 13:17 44:9</p>

[range - rankin]

<p><b>range</b> 68:21 185:14,17 192:9 193:6 <b>rankin</b> 2:10 3:4 4:18 5:23 6:5 6:20 7:10,11 9:18,20 12:14 13:15 18:6,7 23:1 25:25 26:1,15,24 39:6,10 40:6,8 40:18,21 41:3 41:5,18,25 42:1,11,24 43:7,11 44:2,8 44:15,22,25 45:6,15,22,25 46:3,10,19 47:3,10,15,19 48:4,8,14,17 49:3,7,13,24 50:3,10,16 51:21 52:4,11 52:20 53:1,16 53:20 54:5,12 54:21,24 55:4 55:17,25 56:7 56:12,16 57:13 58:5,10,14,17 59:5,19 60:5 60:13,21 61:1 61:5,14,23 62:4,9,21 63:2 63:5,11,24 64:4,7,14,21</p>	<p>65:1,8,12,15,19 65:25 66:2,9 66:15,17,21 67:3,11,15,18 67:22 68:1,3,9 68:14,19 69:11 69:21 70:1,6 70:11,24 71:3 71:8,11,17,23 72:9,13,17,21 72:24 73:8,13 73:18,24 74:3 74:21 75:4,9 75:14,25 76:3 76:8,12,15,21 76:25 77:7,14 78:1,3,6,19 79:4,11,16,20 80:2,12,15,24 81:9,15,19 82:6,12,14,19 82:25 83:6,21 84:4,18,21,24 85:8 86:6,21 86:23 87:17,20 88:5,7,11,16,18 88:19 89:3 90:9,18 91:3 91:11,18 92:3 92:5,9,17 93:1 93:19 94:12,15 95:2,6,15,20 96:2,5,12,18,21 97:9,19 98:3 98:16 99:11,13</p>	<p>99:16 100:7,10 102:17,18 103:12 104:7 104:16 105:1,8 105:15,20 106:19 107:2,7 107:15 108:18 109:6,10,19 110:4,10,14,17 111:2,5,11,18 112:1,12,16,21 113:13,21 114:6,11,16,20 115:2,11,16,20 116:5,11,16,19 117:6,11,17,21 118:8,14,20 119:5,10 120:16 121:13 123:9 124:10 125:9 126:14 127:14 129:1 129:10 133:6 133:20 135:8 135:19 139:13 139:14,17 140:15,20 141:9 143:14 147:10,12,16 147:17 148:1,5 148:7,18 149:3 149:7,11,13,18 149:20 150:4 152:8,9 167:7 167:9,20 168:4</p>	<p>168:7 169:10 169:14 170:5 171:2,10,16,20 172:3,10 173:8 173:11 174:3,8 174:21 175:4 175:20 176:15 177:4,10 178:5 178:9,15,19 179:3,8,12,21 180:3,7,21 181:8,13,20 182:3,7,12,21 183:6,21 184:8 185:9,13,20 186:8,12,14,19 187:2,10 188:11 189:6 189:11,18 190:3,8,15,20 191:5 192:17 193:4,8,12,16 194:5,8,12,16 194:19 195:13 195:17,20 196:4,8,17 197:4,8,13 198:2,5,9,13 200:5 201:17 201:21 217:16 217:17 218:19 218:20 223:5 225:13,15,18 226:3,11 227:8 227:18,20</p>
--	---	---	--

[rankin - reference]

<p>228:2,8,11,17  228:20 229:2,6  229:9,13,19  230:8,15,21  231:3,12  232:16 238:21  239:9  <b>rankin's</b> 102:5  131:21  <b>rate</b> 109:7  209:3  <b>rather</b> 8:3  13:24 48:20  57:15 68:4  75:20 81:10  114:7 118:15  136:8 220:16  <b>reach</b> 44:5  173:21  <b>reaching</b> 29:23  <b>read</b> 5:8,17  28:10 30:13,16  31:4,13,19  32:10,16 34:8  43:12,18,19,21  43:23 44:10,13  45:1 61:17  72:10 74:3,5  79:23 103:15  118:2,10,10,14  118:15,16,17  118:20 119:1  120:17,20  121:4 130:11  149:8,14,16</p>	<p>150:1 162:11  168:15 185:21  185:21 191:16  204:16 208:17  226:10 227:3  231:19  <b>readily</b> 36:18  <b>ready</b> 89:16  <b>real</b> 6:10 61:11  66:3 82:11  91:4,8 202:17  <b>realistically</b>  163:8  <b>really</b> 9:8 10:24  11:13 16:4  21:21 42:19  88:1 124:8  126:5 127:13  131:7 159:17  168:12 172:18  179:17 236:9  <b>reapply</b> 207:19  <b>reason</b> 11:25  46:11,11 47:10  71:5 80:6  90:10,18  105:15 143:1  <b>reasonable</b>  22:21 30:11  66:6 70:13  <b>reasons</b> 187:19  <b>rebut</b> 41:20  <b>rebuttal</b> 6:8,13  6:18,22 7:1,7  7:20,23 8:4,6</p>	<p>8:17,17,22,25  9:1,9,10 10:18  11:19 12:4  40:13,14,24,25  41:9,22 42:4,6  43:14 51:4,14  53:6 55:14,16  56:3 140:11  167:3 179:9  239:2  <b>rebuttals</b> 41:14  <b>rebutting</b> 33:22  34:14  <b>recall</b> 48:2  118:6 192:14  197:20 222:19  223:2  <b>recapitulation</b>  54:10 171:8  198:3  <b>receipt</b> 74:9  <b>receive</b> 201:19  <b>received</b> 31:18  78:10 82:25  119:4 124:4  <b>recent</b> 85:3  107:3 235:14  <b>recently</b> 51:9  <b>reclassified</b>  101:16  <b>recognized</b>  14:2 217:20  <b>recommend</b>  229:14</p>	<p><b>reconfiguration</b>  8:15  <b>record</b> 23:21  25:7,24 29:7  59:23 60:3,4,9  60:16 61:19  63:17 77:25  78:17 88:15  120:3 139:5  147:20 151:5  152:6 167:21  240:9 241:5  <b>recorded</b> 240:6  <b>recording</b>  240:8 241:4  <b>recross</b> 6:6  <b>red</b> 154:3  186:17,17  <b>redirect</b> 6:5,24  7:24 119:11  120:11 138:13  198:11,17  202:8  <b>reduced</b> 234:17  240:6  <b>reducing</b> 234:3  <b>reevaluate</b>  212:9  <b>refer</b> 39:22  45:16 51:8  95:4 97:6 98:4  104:3 107:3  177:14 205:16  <b>reference</b>  152:19</p>
---	---	---	---

[referenced - resistivity]

<p><b>referenced</b> 59:11 93:6 99:5 <b>references</b> 130:1 <b>referencing</b> 27:16 28:14 45:9 57:12,13 65:23 72:19 91:12 <b>referred</b> 119:1 <b>referring</b> 39:23 87:1 102:19 106:14 159:11 177:19 191:14 <b>refers</b> 117:14 <b>reflect</b> 51:1 60:17 <b>reflected</b> 10:22 44:17 71:6 <b>reflecting</b> 71:20,20 <b>reflection</b> 48:9 <b>refrain</b> 213:19 <b>refused</b> 38:20 142:3 <b>refuted</b> 31:20 <b>regard</b> 34:23 129:13 211:18 <b>regarding</b> 6:2 7:7 17:1 27:8 125:11 211:2 217:13 <b>regardless</b> 29:2 38:23 39:19</p>	<p>143:9 <b>regards</b> 36:21 200:10 <b>regular</b> 7:9 <b>regulations</b> 212:14 <b>regulatory</b> 15:11 17:13,22 229:1,5 <b>relate</b> 26:11 153:5 <b>related</b> 11:25 17:20 101:17 146:8 191:2 240:11 241:7 <b>relates</b> 108:2 160:15 <b>relation</b> 24:25 93:5 100:15 103:17 224:10 <b>relations</b> 11:7,9 68:5 <b>relationship</b> 43:12,20,24 44:3 194:3 <b>relationships</b> 207:4 <b>relative</b> 22:13 80:23 240:13 241:10 <b>relatively</b> 8:17 10:3 14:1 19:1 19:13,13 190:18</p>	<p><b>rely</b> 116:17 117:4 133:21 134:2 <b>remain</b> 48:12 53:13 55:20 <b>remainder</b> 87:18 <b>remaining</b> 17:22 <b>remember</b> 102:13 190:13 227:13,16 <b>remote</b> 1:15 <b>renaming</b> 205:3 <b>rendered</b> 35:18 <b>repeat</b> 41:3 44:23 60:11 63:10 104:15 118:19 132:19 223:12 <b>repeats</b> 141:9 <b>rephrase</b> 39:8,9 <b>report</b> 11:7,10 35:17 68:5 <b>reported</b> 1:19 <b>reports</b> 68:23 <b>represent</b> 15:7 19:18 155:11 <b>representation</b> 61:2,10 64:16 71:5 108:9 <b>representations</b> 59:2 61:8 68:20</p>	<p><b>representatives</b> 228:14 <b>represented</b> 161:9 <b>request</b> 7:6 41:6 <b>requesting</b> 7:3 <b>required</b> 19:18 <b>requirement</b> 101:8 137:18 <b>requirements</b> 110:5 <b>requires</b> 170:21 <b>research</b> 171:1 <b>reserve</b> 42:2 <b>reserves</b> 165:14 <b>reservoir</b> 16:5 39:24 154:21 155:15 164:18 164:21 165:3,6 165:18 166:12 166:19 173:3 180:15,16,18 182:14,19 183:10 188:12 188:16 189:17 191:16 197:2 204:21 205:1,9 208:14 217:11 <b>reservoirs</b> 155:11 <b>resistivity</b> 204:14</p>
---	--	--	--

[resized - rights]

<p><b>resized</b> 189:19  <b>resolved</b> 17:14  31:1 99:21  <b>resolving</b> 100:5  <b>resort</b> 107:14  <b>resource</b>  165:19 170:19  <b>resource's</b>  26:10 28:8  <b>resources</b> 6:3,7  6:22 15:12  16:7,19,23  17:10 28:22  30:18 31:3,4  33:14 36:1  37:1,9,16 39:5  39:13 43:19,23  44:3,12 58:2  79:24 106:7  118:15 120:18  121:4 124:12  125:6 126:21  127:4,18 128:1  129:16 131:2,4  131:7,14  132:15 135:3  149:17 153:2  156:2 160:3  161:12 163:7  164:1 166:2,10  166:16 170:16  198:20 199:11  200:5 219:5,6  220:8 221:2</p>	<p><b>respect</b> 50:25  136:2  <b>respective</b>  92:14  <b>respond</b> 12:14  22:12  <b>response</b> 8:7  42:2 92:2  103:4  <b>responsibilities</b>  216:12  <b>responsibility</b>  216:21  <b>responsive</b>  30:19 33:3  <b>restate</b> 13:25  168:9  <b>result</b> 106:7  128:14 134:13  209:6  <b>resume</b> 217:7  <b>resuming</b> 4:2  <b>retention</b>  219:11  <b>review</b> 6:10  8:19,22 11:3  28:3 73:14  91:18 196:10  219:4  <b>reviewed</b> 26:9  84:21 148:12  153:1,5 197:21  <b>reviewing</b> 48:9  145:20 152:19</p>	<p><b>revise</b> 123:14  <b>rich</b> 18:20  <b>riddler</b> 162:8,9  <b>right</b> 7:19  11:15 12:1  13:8 14:19  15:4 19:20,23  20:4 23:11  26:5 40:16  41:24 45:23  49:24 50:1  51:21 52:9  53:18 55:2,24  56:5 58:5,8  59:20 64:4,5  64:17,22 65:4  65:10,13 66:5  66:19 67:7,16  67:19 70:3,23  76:5,13 79:4  79:14 80:13,19  80:22 81:1,11  81:17 82:3,17  84:2,16,22  85:8,9 86:2  88:13 92:1  94:17 95:17  101:19 104:7  107:19 108:6  109:6,9,14  110:15,21  111:20,21  112:14,20  113:13 114:4  115:16,18</p>	<p>120:10 134:10  136:9 138:15  140:9,14  146:21 147:6  150:14,16  152:7 160:7,9  164:1 165:2  167:5 173:9,10  174:21 177:8,9  177:15 178:3,7  178:8 180:2  181:12,17  184:7,8,9,13,14  184:15,21  185:6,17  186:10 189:10  191:7,10  192:17 194:14  195:19 200:7  202:4,9,20  204:13 210:8  210:14,15  214:18,19  217:18 218:21  226:8,12 229:8  230:21 231:2  232:7 233:15  237:5,19 239:2  239:5  <b>righthand</b>  185:9  <b>rights</b> 17:6,8  20:21 21:8  22:2 37:23  38:2,4,9 60:1</p>
--	--	---	---

[rights - save]

<p>108:21 109:1 160:14 <b>righty</b> 211:5 <b>risk</b> 162:18 236:10 <b>road</b> 30:25 <b>robert's</b> 54:19 <b>robust</b> 22:8 <b>role</b> 32:10 <b>roswell</b> 32:19 <b>rough</b> 193:20 <b>round</b> 9:13 70:15 <b>routine</b> 234:14 <b>rule</b> 145:17 233:21 235:13 <b>run</b> 134:5 220:11,16,17 221:14 222:1,3 <b>running</b> 221:3 221:7 <b>rushed</b> 164:4 <b>rushing</b> 163:12 <b>rutley</b> 77:16</p>	<p>108:16,21 132:13 154:2 154:20 155:3 155:17 156:3,8 157:1 158:1,5 158:20,21 162:10 163:1,1 163:1,9,11,14 163:20 164:7 164:10 165:15 166:8 169:8,13 170:12,16,19 177:2 178:10 180:19 181:15 187:20 188:10 188:18,19 189:16 196:16 199:5,19 200:13,13 201:3 206:11 206:12,12,16 207:5 209:20 <b>sands</b> 155:17 157:6 158:2 159:14,15 185:11 <b>satellite</b> 221:6 <b>satisfied</b> 124:6 <b>satisfy</b> 27:18,20 <b>saturated</b> 181:15,15 <b>saturation</b> 194:1 201:10 <b>savage</b> 2:15 3:3 12:24 13:14,19</p>	<p>15:1,5,6 18:5 23:2,4,18,19,23 24:2,6,11,17,23 25:5,14,18 26:6,7,14,20 27:3,4,17,23 28:1,5,21 29:14 30:4 31:2 32:6,13 33:12,18 34:14 34:18 35:4,12 36:6,11,17,20 37:18,21 39:1 39:8,11,22 40:1,5 41:1,3 41:11,13 42:15 43:15 55:8 86:20 99:12,15 99:17 101:4,7 118:2 119:11 120:11,13 121:3,8,13 122:4,14,19 123:4,7,14,17 123:21 124:4,8 125:2,5,9,16,19 126:1,4,10,13 127:3,9,13,21 128:14,20 129:5,7,9,15,20 130:4,8,21 131:5,10,16,20 132:6,14,21 133:14 134:12 134:18 135:2,5</p>	<p>135:8,12,13 136:10,13,19 137:3,8,14,17 137:20 138:16 139:7 144:18 145:3,8 146:8 146:13,14 150:9,11 151:3 151:4,7,11,15 151:19 152:2 152:14,18 153:1,4,8,18 154:10,14 155:5,10,14,19 156:11,14,19 157:13 158:8 159:3 160:6,13 160:18 161:4 161:14 162:6 162:12 163:21 164:11 165:1,5 165:11,18,21 166:14 167:2 198:17,18 199:3,6,9,14 200:1,9,15,20 201:5,11,15 202:3,5,7 210:10,15,18 211:1,6 214:2 214:9,11 <b>savage's</b> 58:25 <b>save</b> 7:21 13:21 56:2 145:15</p>
<p><b>s</b></p>			
<p><b>s</b> 2:1 3:1 4:1 150:21 <b>safety</b> 233:2 <b>salvidrez</b> 2:6 238:12,16 <b>sample</b> 131:17 <b>samples</b> 172:1 <b>sand</b> 16:2,3,6 18:18 65:20,24 66:18 67:6</p>			

[saw - seems]

<p><b>saw</b> 4:8,11 56:23 91:12,13</p> <p><b>saying</b> 35:8 59:22 63:15 73:19 97:20 105:16 111:17 115:3,17 155:10 156:16 159:13 163:3 171:4 175:16 184:3 187:5 188:14 200:12 221:19</p> <p><b>says</b> 51:16 104:1,3,6,19,20 105:13 106:14 115:9 130:10 168:16 191:20 203:4 219:10 226:13 231:16 234:21</p> <p><b>scada</b> 235:10</p> <p><b>scale</b> 71:1 184:2</p> <p><b>scarring</b> 17:24</p> <p><b>scenes</b> 29:2</p> <p><b>scheme</b> 67:1 126:5</p> <p><b>school</b> 209:5</p> <p><b>science</b> 171:21 175:21</p> <p><b>scope</b> 11:12 69:20 92:12</p> <p><b>screen</b> 4:4 12:12,16 49:10</p>	<p>49:11 66:22 73:1,25 82:8 86:24 89:14 90:1 98:4 185:5,6 186:3 189:19 190:20 191:8 219:18</p> <p><b>scroll</b> 50:16 52:22 53:21 54:1 89:6 91:5 191:13</p> <p><b>scrolled</b> 51:4 52:12</p> <p><b>se</b> 142:16</p> <p><b>search</b> 131:17</p> <p><b>searched</b> 131:13</p> <p><b>second</b> 65:20 65:24 66:18,23 70:4,6 92:17 93:2,20 104:20 163:1,9,11,20 164:7 168:21 168:21 169:5,8 169:12 170:12 170:15 172:6,8 176:9,14 184:13 206:12 219:18 226:7 231:16</p> <p><b>section</b> 30:2 31:25 32:5 57:10 86:7 87:21 89:4 118:3 154:2</p>	<p>159:7 164:19 166:7,18 168:12,14,17 169:7,11,14 182:10 185:2 185:21 186:5,9 187:12 191:12 196:13,13,14 196:16 203:10 222:4</p> <p><b>sections</b> 28:9 28:16 29:19,19 30:23 31:11,11 34:5 36:2 38:14 44:19,21 45:2,12,13,20 46:15,15,16,21 46:22 58:11 59:14 62:1 63:22 64:3 115:12 125:1 161:21 173:8 187:13 203:13</p> <p><b>see</b> 4:3,9,15 11:4,11 16:7 23:2 33:15 48:23,25 49:10 49:12 52:7 53:22 54:2,7 54:12,13 55:5 56:19,20,21 57:1,1,4 65:20 73:4 80:9,11 86:4 87:5,11 88:13 89:8,9</p>	<p>89:11 91:9,10 91:12 111:12 119:19 143:11 145:17 146:12 153:17,18 154:5,9 155:1 155:19 161:5 168:17 170:11 173:2,6,15,20 174:4,15 176:6 176:7 177:1,15 184:13 185:5,7 186:3,4 191:13 202:16 205:21 211:13 214:8 217:19 219:1 219:19 223:7 224:18 225:3 231:4 236:14 239:11</p> <p><b>seeing</b> 73:25 85:10 192:14</p> <p><b>seeking</b> 48:11 77:1 90:15 148:21 196:5</p> <p><b>seem</b> 186:19</p> <p><b>seemed</b> 146:1</p> <p><b>seems</b> 9:19 26:17,21,25 27:17 28:6,21 33:13 38:2 102:12 158:9 159:4 180:7,11 212:3,7 215:11</p>
---	---	--	--

[seen - single]

<p><b>seen</b> 51:16 53:6  <b>sees</b> 235:9  <b>selective</b> 12:21  <b>self</b> 5:15 13:6  14:20 40:20  41:14 72:25  76:4 84:19  218:1,11  <b>send</b> 91:15  95:11 126:1  <b>sense</b> 48:24  108:17 176:3  <b>sent</b> 31:15,19  51:15 65:5,9  67:22 90:3  91:21 95:8,14  104:10 105:6  143:16,16,18  143:19 144:1,2  144:21 148:19  190:4  <b>sentence</b> 93:17  104:20 219:10  <b>sentences</b> 226:9  <b>separate</b> 21:21  98:13 100:4  155:11 205:12  212:16  <b>separating</b>  18:17 170:20  203:6  <b>separation</b>  155:1 165:8  219:11</p>	<p><b>separators</b>  221:6  <b>sequentially</b>  74:16 75:1  <b>series</b> 123:8  <b>serve</b> 148:15  <b>served</b> 87:4  144:15  <b>server</b> 191:6  <b>serving</b> 181:5  <b>set</b> 7:5 8:17  10:7 11:17  29:9,18 31:24  90:12 135:19  221:7,10  <b>sets</b> 5:12 46:5  <b>setting</b> 221:9  235:2  <b>seven</b> 32:7  <b>seventeen</b>  87:16  <b>several</b> 4:7  224:11  <b>severance</b>  212:11,14,16  213:8,11,13  <b>severely</b> 21:2  <b>shale</b> 157:2,8  157:12 163:17  169:21 170:10  195:12 196:13  206:15 207:5  207:16 235:1  <b>share</b> 12:15,19  13:5 19:7,8</p>	<p>20:9 38:18  49:10 74:10,11  91:8 99:6  112:3 113:3,17  185:5 191:7  219:18 231:10  <b>shared</b> 170:19  223:7  <b>sharing</b> 12:12  65:3 66:22  <b>shelf</b> 85:25  <b>shoot</b> 33:4  <b>short</b> 167:11,14  <b>shortly</b> 100:13  <b>shotgun</b> 16:8  <b>show</b> 17:22  34:16 35:22  39:16 58:7  129:12,17  154:2 165:9  180:15 203:2  <b>showing</b> 31:20  162:18 208:8  219:20  <b>shown</b> 51:14  54:9 57:9  181:19 225:8  <b>shows</b> 35:13  36:1,25 38:7,9  53:17  <b>shutting</b> 235:5  235:6,10  <b>sic</b> 100:12  <b>side</b> 10:11 33:7  33:11 185:9</p>	<p><b>sides</b> 22:3  86:16  <b>sign</b> 52:16  122:11  <b>signature</b> 102:2  240:19 241:17  <b>signed</b> 50:7,9  51:19,22 54:22  100:21  <b>significance</b>  154:17  <b>significant</b> 8:14  72:5 106:8  126:6 158:19  165:8 224:15  <b>significantly</b>  156:8  <b>sikes</b> 2:19  <b>similar</b> 67:8  70:13 181:18  209:7 223:20  <b>similarly</b> 53:20  <b>simple</b> 238:8  <b>simply</b> 54:11  86:7 102:20  182:15  <b>single</b> 16:5  55:13 70:17  74:23 130:18  155:14 165:3,6  189:14 191:16  205:1,4 221:7  225:20 226:14  227:10 230:19  231:13,20</p>
---	---	---	---

[sir - spread]

<p><b>sir</b> 32:12 36:19 65:11,14,18 74:2 126:3 215:10,15,18 216:19 217:1,6 217:9 218:3,9 219:7,15 220:6 222:14,21 223:3,8,16,17 224:12 225:9 226:2 227:19 228:1,7,9,10,16 229:12 230:18 232:1 233:8 234:12,18 236:20 237:16</p> <p><b>sit</b> 117:17</p> <p><b>site</b> 232:17</p> <p><b>sitting</b> 71:4</p> <p><b>situation</b> 30:21 81:1 134:6 169:2 185:4</p> <p><b>situations</b> 209:9</p> <p><b>six</b> 163:11 224:2 238:2</p> <p><b>sized</b> 30:9</p> <p><b>skills</b> 136:2 240:10 241:6</p> <p><b>skip</b> 75:15</p> <p><b>slick</b> 209:2,9</p> <p><b>slides</b> 10:16 11:9 39:15</p> <p><b>slight</b> 146:2 158:16</p>	<p><b>slightly</b> 157:20 203:5</p> <p><b>slow</b> 226:11</p> <p><b>slowed</b> 175:13</p> <p><b>small</b> 37:9,10</p> <p><b>smaller</b> 30:8</p> <p><b>smooth</b> 31:7</p> <p><b>solely</b> 45:4</p> <p><b>solid</b> 176:20 236:17</p> <p><b>somebody</b> 119:19</p> <p><b>somewhat</b> 134:9 224:5</p> <p><b>sonics</b> 204:2</p> <p><b>sooner</b> 74:6</p> <p><b>sophisticated</b> 135:21</p> <p><b>sorry</b> 43:18 60:12 71:8 73:20 82:9,13 85:18 89:5,15 89:15 104:19 108:19 118:21 119:9,9 132:20 133:6 134:11 140:18 141:2 146:11 147:10 147:17 169:11 169:15 179:21 179:21 180:1 199:13 208:1 213:19 226:7 226:12 229:2 238:15</p>	<p><b>sort</b> 10:25 12:21 32:25 50:19 80:13 99:13 175:4 183:8 184:5 207:15</p> <p><b>sorted</b> 57:25</p> <p><b>sounded</b> 136:5 142:4 196:19</p> <p><b>sounds</b> 122:5 133:12 143:20 145:14 163:6 175:20</p> <p><b>source</b> 205:9,9</p> <p><b>south</b> 28:14,17 28:17,20 31:10 45:12 46:14 59:14 62:17,17 62:23 85:22 130:18 159:8 161:21 163:16 173:5 185:2 186:1 196:13</p> <p><b>southern</b> 224:21</p> <p><b>southwest</b> 86:8</p> <p><b>space</b> 59:24 182:16</p> <p><b>spaced</b> 156:6</p> <p><b>spaces</b> 191:20</p> <p><b>spacing</b> 5:2 19:5 47:24 48:6 54:5 60:2 60:6,7,9,17 62:23,24 63:7</p>	<p>63:16,19 71:19 82:21 90:15,21 91:16 92:7,12 104:13 110:2 114:8,9 163:4 164:15 209:17</p> <p><b>span</b> 189:4</p> <p><b>speak</b> 6:22</p> <p><b>speaking</b> 37:14 222:13</p> <p><b>special</b> 1:1</p> <p><b>specialty</b> 204:9</p> <p><b>species</b> 228:5</p> <p><b>specific</b> 22:12 44:15 79:14 106:21 110:17</p> <p><b>specifically</b> 11:13 22:11 57:12 70:21 232:13</p> <p><b>speed</b> 14:17 41:18</p> <p><b>spell</b> 23:15 150:20 215:3</p> <p><b>spend</b> 229:20</p> <p><b>spending</b> 14:6 72:2</p> <p><b>spill</b> 236:16</p> <p><b>spills</b> 230:14 236:19</p> <p><b>splits</b> 61:12</p> <p><b>spoke</b> 148:8 207:6</p> <p><b>spread</b> 188:2</p>
--	---	---	---

[spring - states]

<p><b>spring</b> 15:15  16:2 18:18,22  19:8,10 20:6  20:10,10,15,22  20:25 21:1,16  21:18 22:16  24:13,19 27:20  34:2,4,11 35:1  38:7,17 39:4  43:5 57:11  61:24 62:6,11  62:25 63:6,14  64:10,13,25  65:20 66:18,23  67:6 70:2,12  82:1,20,24  84:12,15 87:8  87:13 90:21  92:18,20 93:4  93:7,13,21  94:2,5,6 97:3  97:16 98:10  99:2,3,8,10  100:14,17,18  103:7,9,17,18  104:17,18  105:2,2,3,11  106:15,18,20  107:9,11,11  108:6 109:4  110:1,18 111:3  111:19 112:7  112:11,14,17  113:2,4,5,8,12  114:3,8 115:12</p>	<p>116:8,13  124:16,21  127:7 128:1,6  128:16,21  129:14 130:2  130:13,15  131:8 132:7,13  132:16 133:1  134:14,20  135:3 136:20  142:11 144:2  145:10 153:14  154:20 155:6  155:17 157:1  158:1,11  162:10 164:13  166:8 168:21  168:21 169:5  172:7,8 173:2  174:5,6,9  176:9,10,10  177:2,8,19  178:10,11,13  178:16,17  180:16 181:14  182:14,19  183:12,17  187:20 188:9  189:13 190:6  190:12 191:21  192:2,13,20  194:5 195:1,2  195:5,7,11,15  196:16 197:10  197:18 199:10</p>	<p>199:16,19  201:3 211:9,16  212:1,3,6,20  <b>springs</b> 53:9  64:1 141:17,21  143:19,20  144:8 178:1  204:20 207:9  208:19  <b>spud</b> 31:24  130:14  <b>spudding</b> 32:4  <b>staci</b> 2:20 3:6  95:21 97:7  104:3 116:18  117:4 150:12  150:21 151:6  <b>stacked</b> 206:4  <b>stacking</b> 29:12  29:13  <b>staff</b> 4:6  <b>stage</b> 219:10  <b>stagger</b> 164:16  169:8 170:15  <b>staggered</b>  159:13  <b>stand</b> 39:18  <b>standard</b> 73:5  110:6 213:9  219:16  <b>standing</b>  194:13  <b>standpoint</b>  29:22 79:2,3</p>	<p><b>staring</b> 13:11  <b>start</b> 7:6 43:2  45:9 48:21  89:3 226:13  238:3  <b>started</b> 120:4  216:3  <b>state</b> 23:20  79:18 87:12  93:17 105:9  120:2 143:3  151:5 205:10  215:21 240:22  <b>stated</b> 7:18  <b>statement</b> 3:3,4  5:16 14:21  15:2 17:20  40:20 41:14  43:9 45:8 66:5  72:25 76:4  79:6 84:7,19  104:14 115:9  131:6 139:18  145:19 152:15  154:1 163:2  177:17 180:5  180:13 217:8  218:2,6,7,11  219:4  <b>statements</b> 4:8  5:14,19 10:13  14:24 95:17  102:1  <b>states</b> 97:14  100:11 103:15</p>
--	---	--	---

[states - support]

<p>186:1  <b>status</b> 43:20  52:13,17  <b>statute</b> 27:18  27:23 101:15  212:14  <b>statutes</b> 191:21  <b>statutory</b> 27:10  27:15 110:5  <b>stay</b> 52:1 184:9  <b>steal</b> 165:17  <b>steer</b> 141:11  <b>step</b> 189:12  <b>stepped</b> 4:15  <b>steptoe</b> 120:6  <b>steven's</b> 34:8  <b>stevens</b> 5:8,17  28:10 30:14,16  31:4,14,19  32:10,16 43:13  43:18,21 44:13  45:1 61:17  79:23 118:2,10  118:11,16,16  118:17,21  119:2 120:17  120:20 121:5  130:11 149:8  149:15,16  150:2 162:11  208:17  <b>stevens's</b> 43:19  43:23 44:10  <b>stick</b> 14:13</p>	<p><b>stipulate</b> 55:9  55:10,15  <b>stone</b> 173:6  <b>stood</b> 104:17  <b>stop</b> 51:5 65:3  106:11  <b>stopped</b> 175:10  175:15  <b>straight</b> 51:2  112:9 142:13  167:19  <b>strategies</b> 15:8  80:18  <b>streamline</b> 7:14  <b>streamlined</b> 8:2  239:1  <b>strike</b> 202:5  <b>structure</b> 158:6  <b>struggle</b> 204:12  <b>study</b> 117:14  <b>stuff</b> 75:15,17  121:5,6 202:17  <b>sub</b> 24:15,21  25:3,11,20  152:3  <b>subject</b> 15:9,17  15:24 16:9,18  17:22 106:11  121:16 127:10  132:8 153:10  153:11  <b>submission</b>  139:2  <b>submit</b> 22:4  74:5 137:17</p>	<p>234:5,8  <b>submittal</b>  139:1  <b>submitted</b> 9:22  41:21 53:7  54:18 61:17,17  73:9 76:5,9  96:7 190:16  <b>submitting</b>  236:18  <b>subsequent</b>  49:19 65:13  103:14 118:14  <b>subsequently</b>  78:11  <b>substantial</b>  9:19,24 145:12  187:15  <b>substitute</b>  181:5  <b>subtle</b> 143:21  <b>successful</b>  79:13 207:20  <b>sudden</b> 16:8  <b>suddenly</b> 15:16  <b>sued</b> 187:19  <b>sufficiently</b>  107:9  <b>suffocating</b>  17:24  <b>suggest</b> 6:12  28:21 77:8  118:9  <b>suggested</b>  44:16</p>	<p><b>suggesting</b>  171:12  <b>suit</b> 232:19  <b>sum</b> 22:15  229:21 230:1  <b>summarize</b>  13:25  <b>summarizing</b>  14:7  <b>summary</b> 48:10  53:24 216:2  <b>superior</b> 36:22  <b>supersede</b> 47:7  59:12 121:21  <b>superseding</b>  122:18  <b>supplement</b>  90:4 91:15  95:12 148:14  150:3 190:5  <b>supplemental</b>  5:14 98:3  105:6 149:14  <b>supplements</b>  10:25 95:5  <b>support</b> 10:14  31:19 33:22,24  34:3,12 35:1  35:10,23,25  36:3 38:6,22  38:22 50:7  51:1 113:7  124:16,20,20  125:8 143:4,5  143:9 194:1</p>
---	---	--	---

[support - technical]

<p>205:6  <b>supporters</b>  20:8  <b>supporting</b>  52:5 113:18  <b>supports</b> 33:14  <b>suppose</b> 194:20  229:14  <b>sure</b> 11:21  18:12 40:22,23  42:5 48:24  51:2 52:12,13  52:21 53:10  54:6 55:17,22  58:20 76:18  80:12 84:3  86:18 88:1  95:7,10 101:6  104:16 105:21  108:13 133:10  138:8 139:9,12  146:10,18  160:2,16 177:1  177:15 183:19  184:9 189:18  206:17 212:17  228:19 229:18  230:13 231:17  233:21 235:17  236:7  <b>surface</b> 31:24  77:20,21,25  78:17  <b>surge</b> 229:21  230:10</p>	<p><b>surprise</b> 82:2  <b>surprised</b>  81:21 82:19,22  83:20 105:5  <b>surprising</b>  83:19  <b>surrebuttal</b>  8:24  <b>surrounding</b>  15:23 107:4  132:8 153:10  <b>survey</b> 162:3,4  <b>swear</b> 23:11  150:16 214:20  <b>switched</b> 55:6  <b>switching</b> 7:15  <b>sworn</b> 14:2  240:5  <b>system</b> 236:14  <b>systems</b> 235:10  235:20</p>	<p><b>takeaway</b>  233:13,17  234:7,10,13,15  234:17  <b>taken</b> 103:14  145:4 182:5,9  213:17 240:3  240:12 241:9  <b>takes</b> 29:11  76:19 79:13  89:19 191:6  <b>talk</b> 5:18 12:6  33:21 38:1,3  65:1 69:20  79:7 109:16  114:1 132:2  172:10 177:13  177:18 184:11  213:2 238:5  <b>talked</b> 33:3  81:11 83:21  97:10 118:2  125:10 126:14  141:14 158:13  205:2 213:15  232:16  <b>talking</b> 90:2  112:16 113:1  116:21 172:4  176:15 195:17  202:19 203:12  230:7  <b>talks</b> 28:9  <b>tan</b> 115:18  157:19 158:3</p>	<p>158:12 165:10  184:17 185:1  187:12 193:2  197:13 198:6  <b>tangent</b> 183:8  <b>tank</b> 188:11  220:3 232:19  232:21 233:3,5  <b>tankless</b> 229:21  232:14 236:10  <b>target</b> 196:10  <b>target</b> 16:4,4  20:1 22:12  153:14,15  163:18 166:8  172:6 180:12  192:12 196:12  197:9  <b>targeted</b> 9:18  196:15  <b>targeting</b> 70:2  85:15 157:9  158:21 163:15  199:19  <b>targets</b> 18:20  20:4 21:21,24  22:4  <b>teams</b> 80:9  <b>technical</b> 4:3  11:24 15:7  18:10 104:5  107:14,18  120:3 133:9,18  140:19 143:15  216:4</p>
	<p><b>t</b></p>		
	<p><b>t</b> 3:1,1 150:21  <b>table</b> 35:13  36:12,14 171:4  <b>tables</b> 34:15  <b>tag</b> 15:19 17:10  <b>take</b> 13:24  17:19 29:21  42:22 48:8  59:10,13,15  70:19 72:9  80:21 91:5  107:7 115:5  167:10,13,16</p>		

[technically - things]

<p><b>technically</b> 16:24</p> <p><b>tell</b> 18:15 23:11 61:6 66:13 71:11 97:20 98:16 150:17 154:16 159:17 170:15 175:9 175:14 181:10 186:4 188:7 189:5 214:20 221:1</p> <p><b>telling</b> 74:22</p> <p><b>ten</b> 28:8 84:14</p> <p><b>tend</b> 12:21</p> <p><b>tender</b> 225:11</p> <p><b>term</b> 52:16,19 83:16,16</p> <p><b>terms</b> 12:22 35:13 57:6 71:25 72:15 73:15 138:12 138:17 161:5 176:2 199:14 201:19</p> <p><b>testified</b> 23:24 66:4 69:22 70:7,12 75:20 76:3 141:19 151:8 198:3 208:20 215:13</p> <p><b>testifies</b> 26:21 197:14,15</p> <p><b>testify</b> 6:25 25:15 27:2</p>	<p>41:19 129:3 135:10 151:19</p> <p><b>testifying</b> 118:1 240:5</p> <p><b>testimony</b> 6:2 7:19,20,22 8:15 9:3,14 10:4,5 11:14 13:5,12,12,19 14:1,4,7,11 18:11 21:19 24:7,14,20 25:2,10 26:10 26:18 27:8 28:7 33:13 37:22 40:7,15 41:9,10,20 42:4,7,18,20 51:5 56:3 72:11,14,20,22 73:8 76:6 118:6 130:1,4 133:21 134:3 140:13 151:12 153:2,9,19 154:11 155:21 156:10 158:9 168:15 171:3 172:17 179:12 180:5 181:5 184:19 186:9 187:7 196:18 197:20,21 222:20 226:3 227:3 229:20</p>	<p>230:16 238:1</p> <p><b>tests</b> 188:6</p> <p><b>thank</b> 4:2,22 7:11 13:14 18:5,7 22:25 23:1,4,14,17,19 26:6,7,8 27:4 39:10 40:1,4,5 40:8 42:10,11 47:19 52:20 55:25 61:15 63:24 65:25 88:5,19,20 101:7 102:18 119:10 120:8,9 120:13 123:7 129:9 136:14 138:15 139:7 139:11 140:10 140:12,14 146:21 147:5,6 147:7,9,11 150:6,7,8,11,19 151:2,4 152:13 154:15 167:5 167:20 168:9 183:6 194:12 198:13,18 202:6,9 210:1 210:3,8 214:5 214:5,7,14,18 215:2,7 217:21 218:18 219:2 225:12 231:2 232:4,7 237:2</p>	<p>237:5,19 238:1 238:17 239:8 239:11</p> <p><b>thanks</b> 18:2</p> <p><b>that'd</b> 37:17 49:6 77:24 130:6</p> <p><b>theirs</b> 57:22</p> <p><b>thereto</b> 218:13</p> <p><b>therewith</b> 217:15</p> <p><b>thick</b> 205:19 209:5</p> <p><b>thicker</b> 158:11</p> <p><b>thickness</b> 175:2 175:5,17,18 176:2,5 213:12</p> <p><b>thin</b> 159:16 174:14,18 176:18 202:20</p> <p><b>thing</b> 38:11 40:10 80:13 172:4 178:10 180:8 184:15 191:10,17 206:21 213:5,6 230:19</p> <p><b>things</b> 14:17 29:21 41:18 67:2 80:8 81:6 83:15 89:20 115:8 120:17 126:5 138:10 168:11 178:5 230:12 234:2</p>
---	---	--	---

[things - time]

<p>237:13  <b>think</b> 6:9,20            9:5,12 10:19            11:3,4,11 12:2            12:15,16 13:5            14:12,15,17            15:18 21:23            22:17 26:21            27:12 28:6,13            28:13 29:1,17            30:7,13,25            31:21 32:9,15            32:16 33:4,7            34:7 38:5,9            39:12,14,20            40:16 41:16,21            42:1,1,19            51:16 53:2            56:1,2,19,21,23            57:20,22 58:18            58:21 59:19,20            59:21 60:24            61:9,10,12            62:21 65:2            69:4,12,16,19            69:22 71:15,24            72:7 75:15            78:16 80:7,22            81:4,5,11            82:22 83:9,11            83:14,14,17,20            83:21 85:23            88:6 89:9            91:13,19 95:3            95:5,12 96:7</p>	<p>98:18 99:16            100:1 102:1            103:3 106:1            108:1,11,13,20            109:4 112:21            113:1,14 118:4            119:7 124:13            129:19,21            132:10 133:8            133:20 134:8            137:4,6,7,12            138:11,13,17            140:5 143:12            144:1,2 145:18            146:11 147:19            148:7,9,10            156:1 157:7,18            158:13 159:10            161:19 164:5,8            165:2,13 166:3            170:21 172:13            172:15,17            175:11 177:4,5            178:6 179:8            195:9,11 198:9            202:16 204:3            205:11,12,15            207:3,13 209:1            209:18,21            211:2,17 213:1            222:2 227:1            231:21 238:21            239:3,6  <b>thinks</b> 125:10            135:9 138:9</p>	<p><b>third</b> 16:2,3,6            18:18 27:20            38:17,25 67:6            70:2,5,6,12            93:13 94:4            97:3 98:10            99:2,3,8,10            106:17,20            108:15,21            109:4 112:7,11            115:12 127:7            132:13 145:10            153:14 154:2            154:19 155:3,6            155:17 156:3,8            157:1,21 158:5            158:20,21            159:14 162:10            163:1,14            164:10 165:15            166:7 170:16            170:19 174:1,5            174:5,9 176:10            176:21 177:2,2            177:8,18 178:9            178:11,13,16            178:16 180:19            181:14 182:14            183:12,17            184:4,4 187:20            188:9,18,19            189:13,16            196:15 197:18            199:10,15,19            200:13 201:3</p>	<p>204:20 206:11            206:16 207:5            209:19 211:15            211:21 212:20            219:9  <b>thompson</b> 2:4            4:4 141:2            147:2,4 210:4            210:6 237:3,4  <b>thoroughly</b>            93:4 100:14  <b>thought</b> 8:1            57:17 85:12            89:12,16 141:5            141:7 226:7  <b>thousand's</b>            67:1  <b>thread</b> 141:1  <b>three</b> 9:6 15:13            31:25 59:17            63:3,12 169:12            169:14 205:12  <b>thrown</b> 162:8  <b>thrust</b> 180:5  <b>tier</b> 79:8 80:2            197:1,12            206:11  <b>tight</b> 154:8            156:6 164:15            172:18 173:12  <b>time</b> 7:21,23            8:3,4,22 12:1            13:21,25 14:7            15:14 19:25            21:15,25 29:21</p>
---	---	--	---

[time - true]

<p>40:2 43:17,17  43:18 44:24  51:18 56:2  58:6 65:10  68:1 73:13  74:17 76:19  85:24 88:9  89:19 118:4,9  119:7 120:12  123:9 126:2  130:14 136:1  152:3 167:16  191:7 198:9  213:2,10  221:14,16  231:11 233:9  <b>timed</b> 88:20  <b>timeframe</b>  130:20  <b>timelines</b> 146:4  <b>timely</b> 145:1  <b>times</b> 85:3  228:11 234:1  <b>timing</b> 224:7  <b>title</b> 10:14  35:18 55:20  57:15,20 58:6  58:11,24 59:23  60:4,4,9,16  61:19 63:17  64:10,22,23  77:25 125:6  <b>today</b> 6:17  11:20,22 12:2  18:4,13 40:24</p>	<p>41:10 42:7  71:4 88:22  117:18 141:15  194:13 208:20  210:9 214:1  222:17  <b>today's</b> 4:20  <b>toe</b> 77:19  <b>together</b> 8:7,16  21:24 29:5  85:1 117:8  <b>told</b> 94:15  194:9 195:13  <b>tomorrow</b> 6:15  6:15,17 7:8,9  11:19 12:3,5  18:13 35:6  51:14 139:6  140:12 145:15  146:13 223:19  238:4,7,9,19  239:4  <b>took</b> 129:21  171:2,21 172:1  <b>top</b> 65:16 79:8  79:17,21 80:2  157:1,11  159:21 178:11  179:20,21  180:1,19,20  183:16,17  204:20  <b>topic</b> 79:5  <b>topics</b> 235:13</p>	<p><b>total</b> 9:22 15:18  16:17 37:1  71:12 86:9  157:2 169:7,16  180:18  <b>totally</b> 188:15  <b>touch</b> 47:20  75:17 97:8  <b>touched</b> 75:16  208:2 213:21  <b>touches</b> 11:8  <b>tough</b> 32:24  <b>towards</b> 15:3  28:19 36:5  42:7 44:10  179:15  <b>township</b>  130:19  <b>track</b> 50:22,23  79:22 80:4  <b>tracking</b> 80:16  83:25  <b>tract</b> 49:20  52:8 53:3,21  54:2 86:8  <b>tracts</b> 22:14  47:5 49:17  86:8 87:6  <b>trade</b> 30:20  33:9  <b>trading</b> 212:3,5  <b>transcriber</b>  241:1  <b>transcript</b>  23:15 139:2</p>	<p>150:20 215:3  241:3,5  <b>transcriptionist</b>  240:7  <b>transition</b>  137:10 138:2  <b>travel</b> 98:20  <b>traverse</b> 221:21  <b>travis</b> 28:14  33:3  <b>travis's</b> 57:22  130:1  <b>treaters</b> 234:11  <b>trekking</b>  234:19  <b>trend</b> 188:8  <b>trends</b> 86:15  <b>trespass</b> 99:1  99:10  <b>tried</b> 30:23  32:17 133:18  <b>triple</b> 203:19  204:1,10  <b>trouble</b> 147:15  <b>trucking</b> 70:21  <b>true</b> 29:14  44:22 67:4  75:9 79:1  118:16,20  119:3 121:19  123:11,13  127:3 158:14  164:16 240:9  241:5</p>
--	--	---	---

[truly - understand]

<p><b>truly</b> 9:18 161:6</p> <p><b>trust</b> 52:14 124:15</p> <p><b>trustee</b> 52:13</p> <p><b>truth</b> 23:12 150:17 214:21</p> <p><b>try</b> 12:25 42:16 76:20 83:15 86:3 99:13 141:11 176:2 204:14 209:14 219:18</p> <p><b>trying</b> 27:5 29:5,18 30:13 30:25 32:2 39:7 50:19,23 98:21 134:8 145:16 146:12 146:17 157:18 173:16 211:13 212:6 213:19 213:21 226:21 227:13</p> <p><b>tune</b> 69:7 126:8</p> <p><b>turbulence</b> 139:8</p> <p><b>turn</b> 7:18 72:24 129:8 136:11 198:10 231:8</p> <p><b>twenties</b> 59:17</p> <p><b>twice</b> 100:19 164:19</p> <p><b>two</b> 4:3 7:5 10:16 11:10,17</p>	<p>15:8 18:19 19:6,9,12 21:10,11,20 25:10 26:22 27:25 62:4 63:25 66:25 68:15,23 69:14 69:16,18 72:8 86:7 87:22 88:4 90:13,14 100:4,16 101:12 108:2,4 112:13,19 114:1,2 115:15 116:1 117:2 130:18,19 132:1 137:7,9 137:11,15 140:3,4 141:8 141:13 142:15 144:5,7 154:5 154:19 155:2,7 155:11 156:5 158:17 159:19 165:6 169:10 170:20 175:12 176:16 178:5 181:16 184:2 186:1 188:13 194:21 196:6 203:7 207:7,11 212:19 213:11 216:4,9 218:6 218:12 221:16 226:9</p>	<p><b>type</b> 160:1 173:2 176:6 178:2 203:10</p> <p><b>typewriting</b> 240:7</p> <p><b>typically</b> 138:20 236:14</p> <p><b>typo</b> 54:11 55:10 227:6</p> <p><b>typos</b> 55:13 123:12,20</p> <hr/> <p style="text-align: center;"><b>u</b></p> <hr/> <p><b>u</b> 151:1</p> <p><b>ultimate</b> 127:10 136:6</p> <p><b>ultimately</b> 127:9</p> <p><b>unable</b> 183:13 209:14</p> <p><b>uncertain</b> 98:1 192:8 193:10</p> <p><b>uncommitment</b> 123:10</p> <p><b>uncommitted</b> 48:12 50:4 52:9 53:4,13 53:15,17,25 54:1,8,19 55:6 56:14 123:19 146:8</p> <p><b>uncommon</b> 19:22</p> <p><b>under</b> 9:23 16:25 31:12,16 31:23 39:4,12</p>	<p>45:23 51:19 56:25 57:3,8 60:1,18 67:25 68:15 75:10 81:24 90:12,16 101:15 109:19 109:20 110:18 111:8 112:1,3 113:2 115:15 116:1 117:2 118:1,3,11 122:2,8,17 136:16 137:4,5 138:2 147:13 194:21 196:5 197:5 212:13</p> <p><b>underlying</b> 106:11</p> <p><b>undermined</b> 37:23</p> <p><b>understand</b> 8:21 9:2,8 35:9 40:13 41:7 42:19 43:4 45:12 51:11 53:11 54:6 56:9 58:6,21 58:25 60:15 73:14 74:14 76:8 84:10 86:15 88:2 90:9,11 96:13 97:21 98:8,17 98:20 104:9 105:4 107:16</p>
--	---	---	--

[understand - upper]

107:16 108:4 110:10 113:14 113:15 114:2 116:6,20 125:20 132:6 133:3 134:19 135:16 136:16 139:10 155:6 155:15 158:10 160:6 163:21 165:2 168:19 171:16,20 181:4 191:1,3 199:9 212:2 225:19 226:18 <b>understanding</b> 54:16 55:1 74:19 80:17 86:14 96:19 97:5,8 102:21 106:13,16 131:1 134:13 135:6 138:6 141:10 148:12 148:16 155:12 172:12 196:17 196:21 197:4 227:5 <b>understands</b> 101:2 <b>understood</b> 17:3 40:11,21 40:23 42:6 43:16 52:12,21 56:3 86:18	95:7 103:9 106:4 168:11 172:13 <b>undertaken</b> 85:3 <b>undertaking</b> 84:1 <b>uneconomic</b> 20:13 <b>unexpected</b> 82:3 83:18 <b>unfortunately</b> 49:3 <b>uniform</b> 62:1,6 62:10,16,19 212:8 <b>uniformity</b> 62:24 63:13 183:10 <b>union</b> 54:13,22 55:5 <b>unique</b> 18:15 18:25 19:12 21:6 22:13 153:9,11 205:9 205:9 <b>unit</b> 5:2 29:5,9 29:18,22 34:1 34:9,11 35:2 47:25 48:6 57:11 59:25 60:6,7,9,17 62:24 63:4,16 63:19 70:17 90:5,5 91:16	112:11 122:8 132:15 134:20 161:7 162:9 189:14 <b>units</b> 15:15 19:5 29:10 58:7 62:23 63:7,13 71:19 82:21 90:16 91:1 92:7,12 104:13 110:2 114:8,9 132:7 132:8 135:3 156:15 159:6,9 161:8 162:7 <b>university</b> 215:19,21 <b>unknown</b> 18:16 <b>unnecessary</b> 16:20 17:12,25 93:14 <b>unresolved</b> 99:20 <b>unusual</b> 15:10 219:13 <b>update</b> 92:11 149:14 <b>updated</b> 48:9 48:15,18 58:14 58:24 66:10,18 67:22,24 71:6 71:13,17,19 72:5 83:15 126:2 146:3,6 146:7 168:16	230:7 <b>upgraded</b> 233:7,10 <b>uphold</b> 38:4 <b>upper</b> 18:18 20:19 21:18 83:2 93:10 94:4,6,10,13,17 94:21 98:12,14 99:1,9 100:20 103:20 105:10 106:20 108:7 108:14 109:1,3 114:17 115:4 115:10,14 116:1,14,16 117:1,1 127:8 132:12,17 133:2,5 134:15 136:21 153:15 154:3 155:4,6 157:5 163:9,11 164:7,9,12 166:13 168:21 169:5,8,12 170:12 172:6 174:13 180:17 182:19 184:4 192:4,8 195:4 195:10,18,20 196:1 197:18 199:17,20 200:6 211:15 211:21 212:20 231:15
---	--	---	---

[upward - we've]

<p><b>upward</b> 98:20 132:12</p> <p><b>upwards</b> 208:19</p> <p><b>use</b> 29:12 35:21 57:17 85:24 106:7 159:19 159:20 175:8 176:2 204:14 209:2 221:18 221:19 223:18 225:19 226:14 231:12,19 235:20 238:9</p> <p><b>used</b> 36:18 37:10 58:3 64:20 118:8 173:19 209:1 227:10</p> <p><b>useful</b> 55:12 211:3,17</p> <p><b>uses</b> 66:10,18</p> <p><b>using</b> 35:17,19 160:1,4 222:8 223:17</p> <p><b>usually</b> 139:3</p> <p><b>utilize</b> 219:10</p>	<p><b>vance</b> 4:19</p> <p><b>variation</b> 19:14 42:19 55:10 158:16</p> <p><b>varies</b> 24:8</p> <p><b>various</b> 123:10 125:12</p> <p><b>vary</b> 68:21</p> <p><b>vent</b> 236:13,16</p> <p><b>venting</b> 234:3</p> <p><b>verbal</b> 50:8 54:25</p> <p><b>verbally</b> 50:12</p> <p><b>verified</b> 16:3</p> <p><b>versus</b> 96:9 159:18 160:4 161:12 175:8 176:9,10 177:2 180:16 182:15 182:19 200:13</p> <p><b>vertical</b> 156:7 164:15 165:7 204:1 209:17</p> <p><b>vessels</b> 229:21 230:10</p> <p><b>viable</b> 135:6 136:7,9,15 163:18</p> <p><b>view</b> 18:9 20:14 21:22 22:10 79:7 168:12,18 195:21</p> <p><b>views</b> 15:8</p> <p><b>virtual</b> 33:10</p>	<p><b>visual</b> 91:9</p> <p><b>volume</b> 12:12</p> <p><b>vote</b> 31:15</p> <p style="text-align: center;"><b>w</b></p> <p><b>wait</b> 89:21 119:12 191:9</p> <p><b>walk</b> 12:18 48:18</p> <p><b>walked</b> 5:11</p> <p><b>wall</b> 20:25</p> <p><b>want</b> 13:7 20:20 40:10 48:18 51:1 52:11 53:10 54:6 55:22 58:20 75:16,19 76:8 81:19 88:1 95:6,10 98:12 105:21 107:19 114:1 115:8 120:5 122:7 142:19 146:15 171:13 172:10,11 177:10,13 191:1,3 210:20 212:15</p> <p><b>wanted</b> 40:22 40:23 42:5 47:20 52:20 86:17 104:8 120:2 129:12 139:7,9 142:10 143:2 145:5 168:10,18</p>	<p>183:7 232:4</p> <p><b>wants</b> 17:10 21:17</p> <p><b>war</b> 161:21</p> <p><b>warren</b> 38:12 64:5 112:8 141:15 144:3 149:8</p> <p><b>waste</b> 17:3,8,24 20:14 106:8 160:14,19 166:21 233:20 235:13</p> <p><b>wasteful</b> 98:13</p> <p><b>water</b> 70:21 181:15 193:20 209:2,5,9 233:13,17 234:17,17</p> <p><b>way</b> 6:4 8:1 22:2,4,18 47:15 90:1 101:20 109:12 127:14,15 143:16 166:3 182:18 203:16 207:18 222:3</p> <p><b>ways</b> 62:4</p> <p><b>we've</b> 12:1 20:2 29:22 30:10,20 30:23 32:1,17 33:4 68:20 88:4 109:21 116:21 141:14 170:2 221:10</p>
<b>v</b>			
<p><b>v</b> 215:5</p> <p><b>value</b> 182:4 186:15</p> <p><b>values</b> 175:2 181:18,21</p> <p><b>valves</b> 235:3,5</p>			

[we've - wolfcamp]

<p>229:17  <b>weakness</b>  204:12  <b>week</b> 8:9 11:7  19:21 32:21  68:6 211:11  <b>weekend</b> 32:21  <b>weeks</b> 9:6  13:24  <b>wells</b> 15:15,17  16:1,9,10,12,18  16:21,23,23,25  17:12 18:1  29:2 31:23,25  32:4 66:7 69:3  70:1,8,12  76:13 77:19  78:15,16,25  79:13 83:1,3,4  83:8 85:17  90:5,6,21  92:13,18 93:8  93:13,14,21,21  94:4,5 95:9  97:3,16 98:10  98:14 99:1  100:17 103:18  103:18 104:11  104:17 105:2  105:11 106:6  107:3,9 113:4  114:3,7,17  116:8,13  117:18 118:17  119:1 123:2</p>	<p>127:5,18 128:1  128:2 129:11  129:11,17  130:3,13,15,19  156:2,6,8  157:15 158:10  158:12 159:17  159:20 160:4  160:12 161:12  161:13 162:8  162:10,10,14  162:15,17  163:11,14,14  164:2,3,18,19  166:7,13,16,18  166:20,21  168:13,17,20  169:3,6,10  170:2,10 171:6  176:8 183:1  187:21 188:18  190:6,12  192:20 195:2,5  195:7,11,15  196:8 197:17  198:6,21  199:17 200:6  200:13,21  201:4 203:10  206:17 207:2,5  222:10 223:19  224:2,20 225:4  225:8,20  226:17 227:2  227:11 231:16</p>	<p>231:18,20  233:6 235:5,6  <b>went</b> 10:1,3  31:9,13 78:22  118:16,21  216:5 233:21  <b>west</b> 34:5,5,9,9  35:2,2 36:1,2  38:13,14 57:10  64:3,3 125:1,1  <b>white</b> 36:3  <b>wide</b> 63:16  <b>wider</b> 77:21  209:6  <b>william</b> 2:21  5:22  <b>wine</b> 206:3  <b>winner</b> 213:16  <b>winning</b> 124:20  <b>witness</b> 4:8  7:25 14:21  23:3,23 27:1,2  66:10 102:4  133:9 135:15  147:8 150:10  151:8 214:9,12  214:17 225:11  237:6 240:4  <b>witnesses</b> 4:8  5:16,17,20,25  6:2,3,14,22  7:16,17 14:2  14:25 18:14  19:1 41:9,19  238:7,20</p>	<p><b>wolfbone</b>  212:10 213:4,4  <b>wolfcamp</b>  15:16 18:18,22  19:8,10 20:6  20:11,12,16,19  20:25 21:3,8  21:18 22:16,17  25:9 34:3,4,6,9  34:10 35:1,3  36:14,15 38:6  38:14,25 53:9  56:23 61:24  62:7,11,14,25  63:7,14,25  64:11,15,16,24  82:2,20,23  83:1,2,8,17,20  84:5,16 85:4  85:15,17 86:9  86:11 87:8,13  87:15 89:11  90:15,21 93:5  93:8,9,10,15  94:2,4,6,11,13  94:17,18,20,21  96:15,16 97:4  97:15 98:6,13  98:14 99:1,5,9  99:9 100:15,19  100:20,20  103:20,20  104:11,13  105:5,10,10,18  106:6,15,20</p>
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[wolfcamp - yeah]

107:10 108:8 108:14 109:1,3 109:14 111:7 111:12,14,16 112:3,7,17 113:9,11,17 114:9,14,17 115:4,10,13,14 116:2,7,12,14 116:15,16 117:1,3,7,18,20 124:17,21 127:8 128:2,8 128:9,16 129:14,17 130:3,13,15 131:8 132:12 132:17 133:2,5 134:15 136:21 137:15 141:16 143:2,20 144:9 144:10,20 145:1,7,11 147:19 148:16 148:20 149:5 150:2 153:15 154:4,20 155:4 155:7,16 156:3 156:7 157:2,5 157:8,11,12 158:2,11 159:12,14,15 162:3 164:10 164:12 165:16 166:13 169:21	170:10,18 173:4,5 174:9 174:10,13 177:7 178:1 180:17 182:15 182:20 185:11 187:18 188:5,7 188:8,18 189:1 189:2,8,9,13,16 190:10 192:5,8 192:21 193:9 194:10 195:1,4 195:4,8,10,11 195:15,18,20 196:2,5,10,12 197:9,18 199:1 199:5,7,11,15 199:17,17,21 200:6,7,11,13 200:17 201:7 204:21 205:19 206:3,7,15 207:2,5,12,20 208:17 211:13 211:15,21 212:7,21 225:1 233:6 <b>wolfcamp's</b> 105:17 <b>wonder</b> 140:1 167:10 <b>wondering</b> 69:1 88:8 227:4	<b>word</b> 42:23 <b>words</b> 43:22 181:9 183:21 195:3 <b>work</b> 11:25 13:10 29:8,11 30:13,17 103:17 216:6 <b>worked</b> 95:16 <b>working</b> 10:21 11:1 15:24 17:9 29:4,23 30:5,6,10,15 33:22,23 34:12 37:2,3 38:20 46:20 47:25 48:5 49:14 56:18 57:5,6 57:19 71:18 73:16 74:8,15 74:22 75:5 76:17 77:24 83:12 85:6 90:20 92:6 98:9 103:5 110:20 125:19 126:17 127:15 128:9,12 138:12 148:20 228:15 234:17 234:18 <b>works</b> 143:11 <b>worth</b> 6:9 13:17 32:21,22	<b>wrap</b> 11:22 <b>written</b> 24:6,14 24:20 25:1,10 50:8 90:10 101:21 138:21 151:11 197:21 <b>wrong</b> 51:24 71:9 191:10 226:7 <b>wrote</b> 100:11
			<b>x</b>
			<b>x</b> 39:18 157:6 174:9,10 177:8 178:6 179:14 180:4 183:11 183:18 185:11 188:19 189:1 189:13 197:19 205:19
			<b>y</b>
			<b>y</b> 157:6 174:9 174:10 177:8 178:6 179:14 180:4 183:11 183:18 185:11 188:19 189:1 189:13 197:19 199:5 200:13 205:19 215:5 <b>y'all</b> 76:4 <b>y'all's</b> 57:17 <b>yeah</b> 7:13 10:8 23:7,22 26:19 27:3,22,24

[yeah - zoro]

28:13 29:17 30:7 32:15 33:25 35:16 38:5 40:18,21 42:11 44:7,25 49:6 51:13 52:3,25 53:14 54:9 56:6,20 57:14 58:13 60:20 61:21 64:18 67:3,14 68:2 69:4,25 70:4,16 71:2 71:15 72:12 73:17 76:14,18 76:24 79:3,11 80:6,14,20,22 82:4,12,18 83:9 84:3 85:19 87:20 88:5,7 89:13 94:9 96:12 97:10,12 100:9 106:17 107:1 108:11 109:17 111:18 113:6 113:13,19 115:20 117:15 119:21 121:12 123:16 125:15 126:7 127:2,6 128:18 129:4 129:13 131:13 132:10,11 133:4,12	135:11 136:5 142:20,20 145:13 146:17 148:6 149:11 149:21 150:1 154:14 156:21 158:15 161:3 161:10 164:5 174:12 186:17 187:3 194:11 194:19 204:15 204:15 205:7 206:10 210:17 214:4 224:4 229:18 232:20 235:8 <b>year</b> 16:24 164:4 216:6,8 <b>years</b> 15:14 16:3 30:15 31:21 131:1 216:5,9 235:14 <b>yellow</b> 36:2 222:2 <b>yep</b> 49:12 53:19 63:2 66:1 67:10 75:12 172:2 <b>yeso</b> 213:12	7:18 11:18 12:4 13:19 14:14,16 41:11 41:12,16 42:9 214:10,11,13 214:15,16 215:6,8,11,16 216:1,11,17,20 217:4,7,10,20 217:21 218:4 218:10 219:3,8 219:17 220:1,7 220:19 221:17 222:11,15 223:1,5,9,14 224:1,8 225:5 225:10,12 226:15 231:7,9 232:3,8 237:8 237:11,17,20 239:6,9 <b>zimsky's</b> 8:21 41:6 <b>zone</b> 157:4 159:21 163:19 164:9 168:21 169:5 178:20 179:17 197:9 211:13 <b>zones</b> 18:19,20 19:12 21:20 22:5 62:25 66:7 155:2 156:6 162:18 163:5 164:6	171:8,12 <b>zoro</b> 37:13
	<b>z</b>		
	<b>zero</b> 174:16 203:4 234:13 234:13 236:13 <b>zimsky</b> 2:21 5:21,22 7:14		

New Mexico Rules of Civil Procedure for the  
District Courts

Article 5, Rule 1-030

(e) Review by Witness; Changes; Signing.

If requested by the deponent or a party before completion of the deposition, the deponent shall have thirty (30) days after being notified by the officer that the transcript or recording is available in which to review the transcript or recording and, if there are changes in form or substance, to sign a statement reciting such changes and the reasons given by the deponent for making them. The officer shall indicate in the certificate prescribed by Subparagraph (1) of Paragraph F of this rule whether any review was requested and, if so, shall append any changes made by the deponent during the period allowed.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES  
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

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