

Cimarex Energy Co.

600 N. Marienfeld St.

Suite 600

Midland, Texas 79701

PHONE 432.571.7800

Brooks

RECEIVED OCD

2011 DEC -9 P 1:11



December 6, 2011

Oil Conservation Division
Attn: Florene Davidson
1220 South St. Frances Drive
Santa Fe, New Mexico 87505

RE: Well Proposal under Force Pooling Orders
Texas 32 Fee Well No. 3

Dear Ms. Davidson,

Pursuant to the orders of the Division, R-13428, enclosed are the well proposals sent to COG Operating LLC and Concho Oil and Gas LLC. These orders pertain to the NW/4NW/4 of Section 32, Township 18 South, Range 26 East, Eddy County, New Mexico, N.M.P.M.

Sincerely,

A handwritten signature in black ink, appearing to read "Hilary R. Coder".

Hilary R. Coder
Contract Petroleum Landman

Direct line: 432-571-7887

Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, Texas 79701
PHONE 432.571.7800



November 17, 2011

Via: U.S. Certified Mail-Return Receipt No. 91 7108 2133 3938 4681 0005
And Facsimile: (432) 683-7441

COG Operating, LLC
Concho Oil and Gas, LLC
Attn: Stuart Dirks
550 West Texas Ave., Suite 100
Midland, Texas 79701

Re: Texas 32 Fee No. 3
Township 18 South, Range 26 East, N.M.P.M.
Section 32: NW/4NW/4
Eddy County, New Mexico

Dear Stuart:

Enclosed herewith is an itemized schedule of estimated costs to drill, complete and equip the above captioned well (the "Well"). If COG Operating, LLC and Concho Oil and Gas LLC ("COG") would like to participate in the Well as a pooled working interest owner, send a check for COG's share of well costs to the undersigned within 30 days of your receipt of this letter. Failure to pay your share of estimated well costs will result in COG being a non-consenting working interest owner in the Well.

A copy of the Compulsory Pooling Order No. R-13428 is enclosed for your reference.

Regards,

Cimarex Energy Co.

A handwritten signature in black ink, appearing to read "Hilary R. Coder".

Hilary R. Coder
Contract Landman

Cc: Oil Conservation Division
Attn: Florene Davidson
1220 South St. Frances Drive
Santa Fe, New Mexico 87505

James Bruce



Authorization For Expenditure

Company: Cimarex Energy Co. Date: February 25, 2011

Region	Well Name	Well No.	Process or Well Stage	Drilling AFE No.
Permian	Texas 32 Fee	3	Paddock Extension-West	

Location	County	State	Oil	Gas	Expl.	Prod.
Sec. 32 - 18S - 26E	Eddy	NM	X		X	X

Estimate Type	Original Estimate	Revised Estimate	Supplemental Estimate	Well Measure (Depth)
	3,000'			3,000'
				3,000'

Project Description:
Drill and complete a Paddock/Glorieta vertical hole well.

Intangibles	Dry Hole Cost	After Casing Point	Completed Well Cost
Drilling Costs	\$387,600		\$387,600
Completion Costs		\$614,000	\$614,000
Total Intangible Costs	\$387,600	\$614,000	\$1,001,600
Tangibles			
Well Equipment	\$26,000	\$200,000	\$206,000
Lease Equipment		\$69,500	\$69,500
Total Tangible Well Cost	\$26,000	\$349,500	\$375,500
Plug and Abandon Cost	\$30,000	\$30,000	\$0
Total Well Cost:	\$443,600	\$933,500	\$1,377,100

Comments on Well Cost:
1. All tubulars, well or lease equipment is priced by COPAS and CEPS guidelines using the Historic Price Multiplier.

Well Control Insurance:
Unless otherwise indicated below, you, as a non-operating working interest owner, agree to be covered by Operator's well control insurance procured by Operator so long as Operator conducts operations hereunder and to pay your prorated share of the premiums therefore. If you elect to purchase your own well control insurance, you must provide a certificate of such insurance acceptable to Operator, as to form and limits, at the time this AFE is returned, if available, but in no event later than commencement of drilling operations. You agree that failure to provide the certificate of insurance, as provided herein, will result in your being covered by insurance procured by Operator.

I elect to purchase my own well control insurance policy.

Well control insurance procured by Operator, provides, among other terms, for \$20,000,000 (100% W.I.) of Combined Single Limit coverage for well control and related redrilling and clean-up/pollution expense covering drilling (through completion) with a \$1,000,000 (100% W.I.) deductible.

Marketing Allocation:
Cimarex sells its gas under arm's-length contracts with third party purchasers. Such contracts may include fees. In addition, penalties may be incurred for insufficient volumes delivered over time. Should you choose to market your share of gas with Cimarex, you will be subject to all of the terms of such contracts. Upon written request to Cimarex's Marketing Department, we will share with you the terms and conditions pursuant to which gas will be sold.

I elect to take my gas in kind.

I elect to market my gas with Cimarex pursuant to the terms and conditions of its contracts.

Comments on AFE:
The above costs are estimates only and anticipate trouble free operations without any foreseeable change in plans. The actual costs may exceed the estimated costs without affecting the authorization for expenditure herein granted. By approval of this AFE, the working interest owner agrees to pay its proportionate share of actual legal, curative, regulatory and well costs under term of the joint operating agreement, regulatory order or other applicable agreement covering this well.

Cimarex Energy Co. Approval

Prepared by: Ryan Braxton	Principal Operating Manager: Doug Park	Company Officer: Roger Alexander
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Joint Interest Approval

Company:	
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Project Cost Estimate

Lease Name: Texas 82 Fee

Well No.:

Intangibles	Code	Day Rate	Code	After casing Point	Completed Well Cost
Roads & Location Preparation / Restoration	DWEL-104	\$30,000	DWEL-104	\$3,500	\$33,500
Damages	DWEL-105	\$4,000	DWEL-105	\$1,000	\$5,000
Mud / Fluids Disposal Charges	DWEL-106	\$30,000	DWEL-106	\$13,000	\$43,000
Day Rate	5 DH Days	2 ACP Days @ 13,500 Per Day	DWEL-107	\$27,000	\$95,000
Misc Preparation Cost (mouse hole, rat hole, pads, pile clusters, misc.)	DWEL-108	\$12,000			\$12,000
Bits	DWEL-109	\$15,000	DWEL-109	\$0	\$15,000
Fuel	\$2.80 Per Gallon	800 Gallons Per Day	DWEL-110	\$4,000	\$15,000
Water / Completion Fluids	DWEL-111	\$10,000	DWEL-111	\$63,000	\$73,000
Mud & Additives	DWEL-112	\$12,500			\$12,500
Surface Rentals	DWEL-113	\$5,000	DWEL-113	\$40,000	\$45,000
Downhole Rentals	DWEL-114	\$16,000	DWEL-114	\$32,000	\$48,000
Formation Evaluation (DST, Coring including evaluation, G&G Services)	DWEL-115	\$0			\$0
Mud Logging	DWEL-116	\$2 Days @ 1,200 Per Day	DWEL-116	\$4,500	\$4,500
Open Hole Logging	DWEL-117	\$20,000			\$20,000
Cementing & Float Equipment	DWEL-118	\$15,000	DWEL-118	\$20,000	\$35,000
Tubular Inspections	DWEL-119	\$2,000	DWEL-119	\$1,000	\$3,000
Casing Crews	DWEL-120	\$5,000	DWEL-120	\$5,000	\$10,000
Extra Labor, Welding, Etc.	DWEL-121	\$3,000	DWEL-121	\$10,000	\$13,000
Land Transportation (Trucking)	DWEL-122	\$3,000	DWEL-122	\$5,000	\$8,000
Supervision	DWEL-123	\$12,600 Per Day	DWEL-123	\$12,000	\$24,600
Trailer House / Camp / Catering	DWEL-124	\$4,000	DWEL-124	\$1,000	\$5,000
Other Misc Expenses	DWEL-125	\$2,000	DWEL-125	\$2,000	\$4,000
Overhead	DWEL-126	\$2,000	DWEL-126	\$2,000	\$4,000
Remedial Cementing	DWEL-127	\$0	DWEL-127	\$0	\$0
MOB/DEMOB	DWEL-128	\$45,000			\$45,000
Directional Drilling Services	DWEL-129	\$0			\$0
Deck, Dispatcher, Crane	DWEL-130	\$0	DWEL-130	\$0	\$0
Marine & Air Transportation	DWEL-131	\$0	DWEL-131	\$0	\$0
Solids Control	DWEL-132	\$15,000			\$15,000
Well Control Equip. (Snubbing Svcs.)	DWEL-133	\$12,000	DWEL-133	\$3,500	\$15,500
Fishing & Sidetrack Operations	DWEL-134	\$0	DWEL-134	\$0	\$0
Completion Rig	DWEL-135	\$3 Days @ 3,500 Per Day	DWEL-135	\$10,500	\$10,500
Coil Tubing	DWEL-136	\$0	DWEL-136	\$0	\$0
Completion Logging, Perforating, WL Units, WL Surveys	DWEL-137	\$10,000	DWEL-137	\$10,000	\$10,000
Stimulation	DWEL-138	\$258,000	DWEL-138	\$258,000	\$258,000
Legal / Regulatory / Curative	DWEL-139	\$10,000	DWEL-139	\$0	\$10,000
Well Control Insurance	DWEL-140	\$0.35 Per Foot	DWEL-140	\$1,000	\$1,000
Contingency	DWEL-141	5% of Drilling Intangibles	DWEL-141	\$26,000	\$44,000
Construction For Well Equipment	DWEL-142	\$6,500	DWEL-142	\$6,500	\$6,500
Construction For Lease Equipment	DWEL-143	\$52,500	DWEL-143	\$52,500	\$52,500
Construction For Sales P/L	DWEL-144	\$5,500	DWEL-144	\$5,500	\$5,500
Total Intangible Cost		\$387,600		\$614,000	\$1,001,600

Intangible Well Equipment	Size	Feet	\$ / Foot	Code	Code	After casing Point	Completed Well Cost
Casing							
Drive Pipe	20"	140.00	\$100.00	DWEL-145		\$0	\$0
Conductor Pipe	0"	0.00	\$0.00	DWEL-146		\$0	\$0
Water String	0"	0.00	\$0.00	DWEL-147		\$0	\$0
Surface Casing	8 5/8"	950.00	\$22.18	DWEL-148		\$21,000	\$21,000
Intermediate Casing	0"	0.00	\$0.00	DWEL-149		\$0	\$0
Drilling Liner	0"	0.00	\$0.00	DWEL-150		\$0	\$0
Drilling Liner	0"	0.00	\$0.00	DWEL-151		\$0	\$0
Production Casing or Liner	5 1/2"	2000.00	\$19.93	DWEL-152		\$60,000	\$60,000
Production Tie-Back	0"	0.00	\$0.00	DWEL-153		\$0	\$0
Tubing	2 7/8"	2300.00	\$6.83	DWEL-154		\$16,000	\$16,000
N/C Well Equipment							
Wellhead, Tree, Chokes				DWEL-155		\$6,500	\$6,500
Liner Hanger, Isolation Packer				DWEL-156		\$5,000	\$10,000
Packer, Nipples				DWEL-157		\$0	\$0
Pumping Unit, Engine				DWEL-158		\$125,000	\$125,000
Lift Equipment (BHP, Rods, Anchors)				DWEL-159		\$62,500	\$62,500
N/C Lease Equipment							
Tanks, Tanks Steps, Stairs				DWEL-160		\$21,000	\$21,000
Battery (Heater, Treater, Separator, Gas Treating Equipment)				DWEL-161		\$13,500	\$13,500
Flow Lines (Line Pipe from wellhead to central facility)				DWEL-162		\$29,500	\$29,500
Offshore Production Structure for Facilities				DWEL-163		\$5,500	\$5,500
Pipeline to Sales				DWEL-164		\$0	\$0
Total Tangibles						\$26,000	\$349,500
P&A Costs				DWEL-165		\$30,000	\$0
Total Cost						\$443,600	\$933,500

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

IN THE MATTER OF THE HEARING CALLED BY
THE OIL CONSERVATION DIVISION FOR THE
PURPOSE OF CONSIDERING:

CASE NO. 14682
ORDER NO. R-13428

APPLICATION OF CIMAREX ENERGY CO. FOR COMPULSORY
POOLING, EDDY COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on July 7, 2011, at Santa Fe, New Mexico, before Examiner David K. Brooks.

NOW, on this 19th day of July, 2011, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT:

- (1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.
- (2) Cimarex Energy Co. ("Applicant"), seeks an order pooling all uncommitted interests from the surface to the base of the Yeso formation in the NW/4 NW/4 of Section 32, Township 18 South, Range 26 East, NMPM, in Eddy County, New Mexico, to form a standard 40-acre oil spacing and proration unit for all formations or pools spaced on 40 acres within this vertical extent, which presently include, but are not necessarily limited to, the undesignated Atoka-Glorieta/Yeso Pool (3250).
- (3) The Unit is to be dedicated to Applicant's proposed Texas 32 Fee Well No. 1 (API No. 30-015-39110), (the "proposed well") to be drilled at a standard location 330 feet from the North line and 990 feet from the West line (Unit D) of Section 32.

(4) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(5) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.

(6) There are interest owners in the Unit that have not agreed to pool their interests. However, there are no unlocated owners.

(7) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.

(8) Cimarex Energy Co. of Colorado [OGRID 162683] should be designated the operator of the proposed well and of the Unit.

(9) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

(10) Reasonable charges for supervision (combined fixed rates) should be fixed at \$4,500 per month while drilling and \$450 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations.*"

IT IS THEREFORE ORDERED THAT:

(1) Pursuant to the application of Cimarex Energy Co., all uncommitted interests, whatever they may be, in the oil and gas from the surface to the base of the Yeso formation in the NW/4 NW/4 of Section 32, Township 18 South, Range 26 East, NMPM, in Eddy County, New Mexico, are pooled to form a standard 40-acre oil spacing and proration unit for all formations or pools spaced on 40 acres within this vertical extent, which presently include, but are not necessarily limited to, the undesignated Atoka-Glorieta/Yeso Pool (Pool Code 3250).

(2) The Unit shall be dedicated to Applicant's proposed Texas 32 Fee Well No. 1 (API No. 30-015-39110), to be drilled at a standard location 330 feet from the North line and 990 feet from the West line (Unit D) of Section 32.

(3) The operator of the Unit shall commence drilling the proposed well on or before July 15, 2012, and shall thereafter continue drilling the well with due diligence to test the Yeso formation.

(4) In the event the operator does not commence drilling the proposed well on or before July 15, 2012, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(5) Should the proposed well not be drilled and completed within 120 days after commencement thereof, then Ordering Paragraph (1) shall be of no further effect, and the Unit created by this Order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence.

(6) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule Part 13, Sections 9 through 11 [19.15.13.9 through 19.15.13.11 NMAC], the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(7) Cimarex Energy Co. of Colorado (OGRID 162683) is hereby designated the operator of the proposed well and of the Unit.

(8) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(9) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(10) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(11) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

(12) The operator is hereby authorized to withhold the following costs and charges from production:

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner, and
- (b) as a charge for the risk involved in drilling the well, 200% of the above costs.

(13) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(14) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$4,500 per month while drilling and \$450 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "*Accounting Procedure-Joint Operations.*" The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(15) Should all the parties to this compulsory pooling order reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

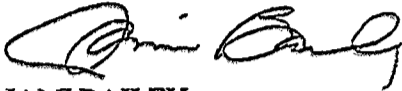
(16) The operator of the well and Unit shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

Case No. 14682
Order No. R-13428
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(17) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



JAMI BAILEY
DIRECTOR

SEAL

