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:

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

Case No. 14,900

VERIFIED STATEMENT OF HILARY CODER

Hilary Coder, being duly sworn upon her oath, deposes and states:

- 1. I am a landman for Cimarex Energy Co. ("Cimarex"), and have personal knowledge of the matters stated herein.
- 2. Cimarex Energy Co. of Colorado is a wholly owned subsidiary of Cimarex Energy Co.
- 3. Pursuant to Division Rule NMAC 19.15.4.12.A(1)(b), the following information is submitted in support of the application filed herein:
 - (a) No opposition to this application is expected because the mineral interest owners being pooled have responded to well proposals but have not yet executed an operating agreement.
 - (b) A plat outlining the spacing units being pooled is attached hereto as Exhibit A. Applicant seeks an order pooling all mineral interests from the surface to the base of the Glorieta-Yeso formation underlying the following acreage in Township 19 South, Range 25 East, N.M.P.M.
 - (i) The NE/4SW/4 of Section 1 to form a standard 40-acre oil spacing and proration unit for any and all formations or pools developed on 40-acre spacing within that vertical extent. The unit will be dedicated to the Louisiana 1 Fee Well No. 1, to be drilled at an orthodox location;
 - (ii) The NW/4SE/4 of Section 1 to form a standard 40-acre oil spacing and proration unit for any and all formations or pools developed on 40-acre spacing within that vertical extent. The unit will be dedicated to the Louisiana 1 Fee Well No. 2, to be drilled at an orthodox location;

Oil Conservation Division
Case No.
Exhibit No.

- (iii) The SE/4SW/4 of Section 1 to form a standard 40-acre oil spacing and proration unit for any and all formations or pools developed on 40-acre spacing within that vertical extent. The unit will be dedicated to the Louisiana 1 Fee Well No. 5, to be drilled at an orthodox location; and
- (iv) The SW/4SE/4 of Section 1 to form a standard 40-acre oil spacing and proration unit for any and all formations or pools developed on 40-acre spacing within that vertical extent. The unit will be dedicated to the Louisiana 1 Fee Well No. 6, to be drilled at an orthodox location.

Mineral ownership in the well units is common as to the depths being pooled.

(c) The parties being pooled are the heirs, devisees, or successors to:

John Hook Sarah Hook

- (d) Cimarex believes that it has leased the successors to the above persons or entities. However, New Mexico probates have not been conducted on the estates of John Hook and Sarah Hook, and their successors have refused to execute affidavits of heirship on the decedents. Therefore, Cimarex desires to force pool the unknown heirs of the decedents.
- (e) Cimarex has made a good faith effort to locate all interest owners in the well.
- (f) Pursuant to Division rules, applicant requests that a 200% risk charge be assessed against a non-consenting interest owner.
- (g) Copies of the Authority for Expenditure for the proposed wells are attached hereto as Exhibits B-1, B-2, B-3, and B-4. The drilling and completion costs set forth therein are fair and reasonable, and are comparable to those of other wells of this depth drilled in this area of Eddy County.
- (h) Overhead charges of \$4500.00/month for a drilling well, and \$450.00/month for a producing well, are requested. These rates are fair and reasonable, and are in line with rates charged by other operators in this area for wells of this depth. Applicant requests that the rates be adjusted under the COPAS accounting procedure.
- (i) Applicant requests that it be designated operator of the wells.

VERIFICATION

STATE OF TEXAS
COUNTY OF MIDLAND)
Hilary Coder, being duly sworn upon her oath, deposes and states that: She is a landman for Cimarex Energy Co.; she is authorized to make this verification on its behalf; she has read the foregoing statement, and knows the contents thereof; and the same is true and correct to the best of her knowledge, information, and belief.
Hilary Coder Hilary Coder
SUBSCRIBED AND SWORN TO before me this day of October, 2012 by Hilary Coder.
My Commission Expires: 5/31/2016 Ontary Public Notary Public
CAITLIN E. PIERCE Notary Public. State of Texas My Commission Expires May 31, 2016

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EXHIBIT A



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EXHIBIT B-L

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