

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505



**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

**Applicant:** Coterra Energy Operating Co. **OGRID Number:** 215099  
**Well Name:** Triste Draw; Various Wells **API:** 30-025-Variou  
**Pool:** Triste Draw; Bone Spring; WC-025 G-09 S223332A; UPR Wolfcamp **Pool Code:** 96603; 98177

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW**

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]  
 A. Location – Spacing Unit – Simultaneous Dedication  
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]  
 [I] Commingling – Storage – Measurement  
☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☒ OLM  
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.  
 A. ☐ Offset operators or lease holders  
 B. ☒ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☒ Notification and/or concurrent approval by SLO  
 E. ☒ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

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

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

Phillip G. Levasseur

Print or Type Name

Signature

Date

(432) 620 - 1642

Phone Number

phillip.levasseur@coterra.com

e-mail Address

**BEATTY & WOZNIAK, P.C.**

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

## OFFICE LOCATIONS

COLORADO  
 NEW MEXICO  
 WYOMING

MIGUEL SUAZO  
 ALSO ADMITTED IN TX, CO

505-946-2090  
 MSUAZO@BWENERGYLAW.COM

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

505-999-0401  
 JEVERHART@BWENERGYLAW.COM

October 14, 2025

**VIA ONLINE FILING**

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

Attention: Sarah Clelland

**Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Dear Mr. Chang:

Coterra Energy Operating Co. (OGRID No. 215099) ("Coterra"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Triste Draw 36-25 Central Tank Battery ("CTB")** *insofar as all existing and future wells drilled in the following spacing units:*

- (1) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):
  - a. **Triste Draw 36-25 Federal Com 351H** (API No. 30-025-53120)
    - i. Pool: Triste Draw; Bone Spring [96603]
    - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)

**BEATTY & WOZNIAK, P.C.**

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October 14, 2025

Page 2

- (2) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):
- a. **Triste Draw 36-25 Federal Com 352H** (API No. 30-025-53121)
    - i. Pool: Triste Draw; Bone Spring [96603]
    - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)
- (3) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):
- a. **Triste Draw 36-25 Federal Com 401H** (API No. 30-025-53122)
    - i. Pool: WC-025 G-09 S223332A; UPR Wolfcamp [98177]
    - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)
- 4 The 320-acre spacing unit comprised of the E/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):
- a. **Triste Draw 36-25 Federal Com 402H** (API No. 30-025-53123)
    - i. Pool: WC-025 G-09 S223332A; UPR Wolfcamp [98177]
    - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)
- (5) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases, or leases and pools to the Triste Draw Tank Battery* with notice provided only to the owners of interests to be added.
- (6) Pursuant to 19.2.100.53.C.(5), commingling from the associated pool and leases (State Lease No. VC-619-0, State CA No. 205216) will not adversely impact royalties due to the State of New Mexico, nor will any loss accrue to the state as a result of the proposed operation.

Oil and gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Central Tank Battery** located in the E ½ SW ¼ of Section 36. Production from the wellbores will flow into a wellhead test separator, which will separate oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using coriolis meters that meet all industry standards.

**BEATTY & WOZNIAK, P.C.**

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August 1, 2025

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**Exhibit 1** is a land plat showing Coterra's current development plan, flow lines, well pads, the CTB in the subject area, and common gathering line(s). The plat also identifies the wellbores and lease/spacing unit boundaries. A lease table is also included.

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

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

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

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

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

Very truly yours,

BEATTY & WOZNIAK, P.C.

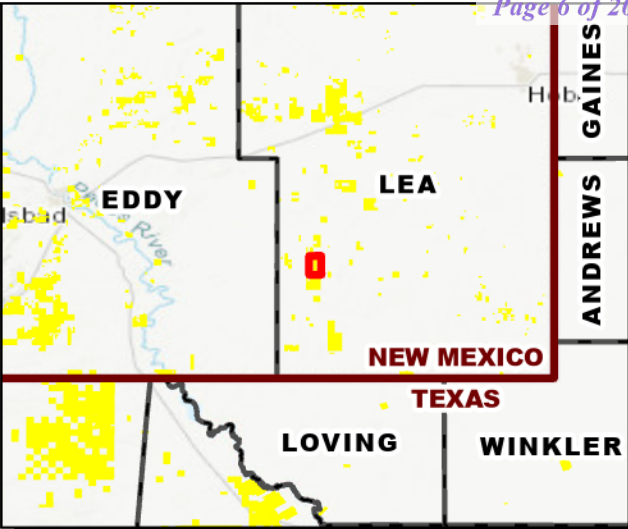
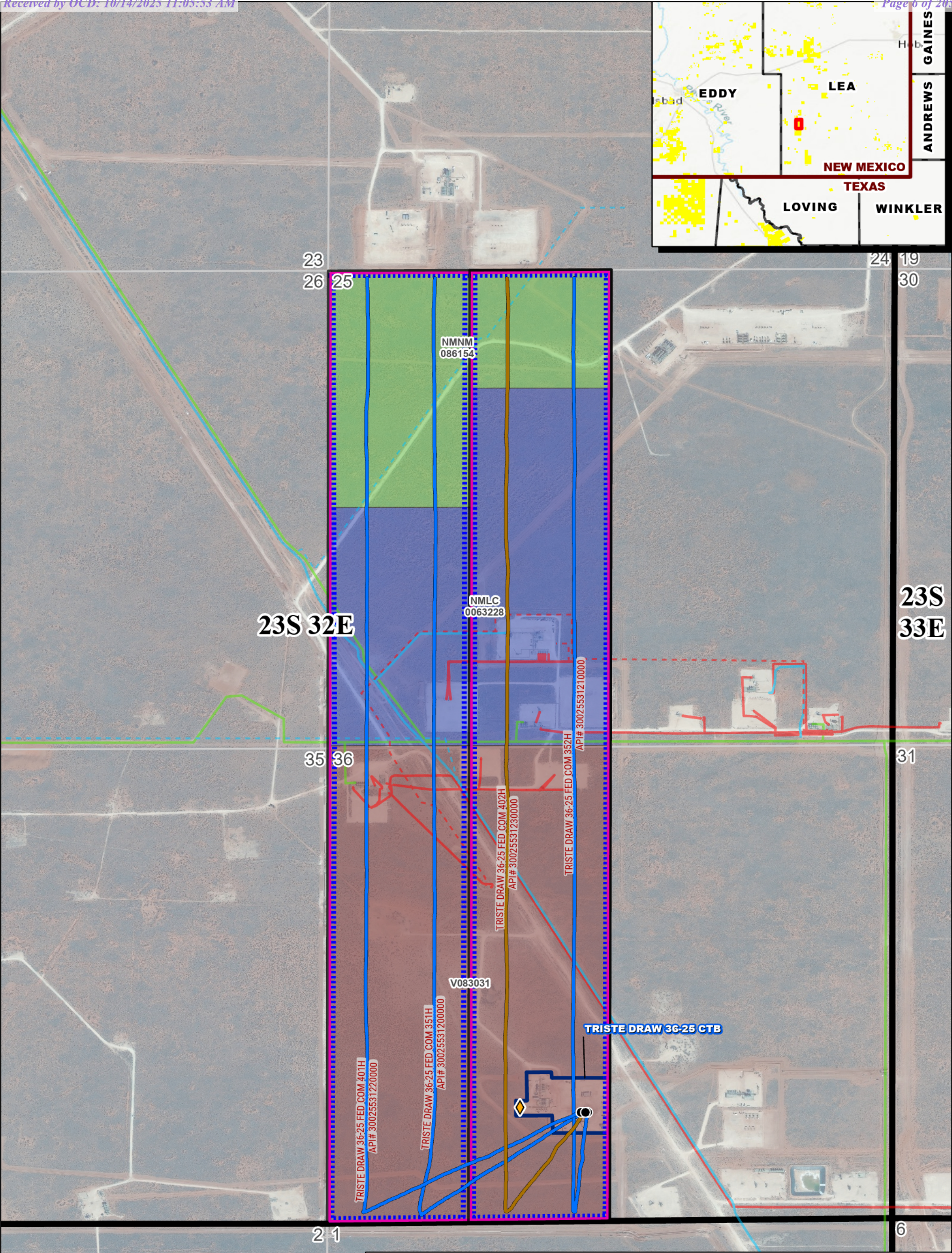


Miguel Suazo

Jacob L. Everhart

*Attorney(s) for Coterra Energy Operating Co.*

# Exhibit 1



**Triste Draw 36-25 Fed Com**  
**351H, 352H, 401H, 402H**  
**LEA COUNTY, NM**

Scale: 1:12,000

Date: 7/18/2025

CRS: NAD 1983 StatePlane New Mexico East

Author: Holland-LR

OPERATED WELLS - SL	PROPOSED WATER	<b>LEASEHOLD</b> NMLC 0063228 NMNM 086154 V083031
BONE SPRING	<b>FACILITIES</b> BUILT	
WOLFCAMP UPPER	<b>METER LOCATIONS</b> FMP	
<b>PIPELINES</b> OIL GAS WATER PROPOSED GAS	C-102 COMMUNITIZATION AGREEMENT	



Application for Commingling and Allocation Approval

Exhibit 1

Lease Table

Triste Draw 36-25 Federal Com

Sections 36 & 25, Township 23 South, Range 32 East

Well Name	Well Number	API	Field; Formation	Comm Agreement	Comm Agreement Status	Interest Type	Lease(s)	Royalty Rate	Acres Committed in CA	% of Interest in Communitized Area	Product(s) Commingled
Triste Draw 36-25 Federal Com	351H	30-025-53120	[96603] Triste Draw; Bone Spring	W/2 W/2 SEC. 25 & 36-23S-32E	Federal CA - Pending Signatures	Federal	NMLC 063228	1/8	40.00	25.0%	Oil, Gas, Water
							NMNM 086154	1/8	40.00	25.0%	
					State CA - Approved (No. 205155)	State	V0-8303-1	1/6	80.00	50.0%	
Triste Draw 36-25 Federal Com	352H	30-025-53121	[96603] Triste Draw; Bone Spring	E/2 W/2 SEC. 25 & 36-23S-32E	Federal CA - Pending Signatures	Federal	NMLC 063228	1/8	60.00	37.5%	Oil, Gas, Water
							NMNM 086154	1/8	20.00	12.5%	
					State CA - Approved (No. 205137)	State	V0-8303-1	1/6	80.00	50.0%	
Triste Draw 36-25 Federal Com	401H	30-025-53122	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	W/2 W/2 SEC. 25 & 36-23S-32E	Federal CA - Pending Signatures	Federal	NMLC 063228	1/8	40.00	25.0%	Oil, Gas, Water
							NMNM 086154	1/8	40.00	25.0%	
					State CA - Approved (No. 205156)	State	V0-8303-1	1/6	80.00	50.0%	
Triste Draw 36-25 Federal Com	402H	30-025-53123	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	E/2 W/2 SEC. 25 & 36-23S-32E	Federal CA - Pending Signatures	Federal	NMLC 063228	1/8	60.00	37.5%	Oil, Gas, Water
							NMNM 086154	1/8	20.00	12.5%	
					State CA - Approved (No. 205156)	State	V0-8303-1	1/6	80.00	50.0%	

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

# Exhibit 2

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

### OIL CONSERVATION DIVISION

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

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

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

### APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Coterra Energy Operating Co.  
OPERATOR ADDRESS: 6001 Deauville Blvd 300N Midland, TX 79706  
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ Yes ☐ No

#### (A) POOL COMMINGLING

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
Triste Draw: Bone Spring (96603)	42.7 deg	44.03 deg and 1408 btu/cf	\$63.63/bbl (Q2 average price)	1133 bbl/d
Triste Draw: Bone Spring (96603)	1391 btu/cf			3051 mcf/day
WC-025 G-09 S223332A, UPR Wolfcamp (98177)	45.09 deg			1438 bbl/d
WC-025 G-09 S223332A, UPR Wolfcamp (98177)	1421 btu/cf			4095 mcf/d

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.  
(4) Measurement type: ☒ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

#### (B) LEASE COMMINGLING

Please attach sheets with the following information

- (1) Pool Name and Code.  
(2) Is all production from same source of supply? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☒ Metering ☐ Other (Specify)

#### (C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

#### (D) OFF-LEASE STORAGE and MEASUREMENT

Please attach sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☒ No  
(2) Include proof of notice to all interest owners.

#### (E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Phillip G. Levasseur TITLE: Regulatory Compliance Manager

DATE: 09/30/2025

TYPE OR PRINT NAME Phillip G. Levasseur

TELEPHONE NO.: (432) 620-1642

E-MAIL ADDRESS: Phillip G. Levasseur

Triste Draw 36-25



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

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

### BLM Sundry Procedure Description

Cimarex Energy Co. respectfully requests approval to surface commingle oil, gas, and water production according to 43 CFR 3173.14 (a)(1)(iii) at the Triste Draw 36-25 Federal Com Central Tank Battery ("CTB").

The Commingling and Allocation Approval (CAA) will not negatively affect the royalty revenue of the federal government.

Cimarex will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The non-FMP allocation meters will meet the relevant regulation and standards as outlined below.

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

Oil & gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Federal Com CTB**, which is located on New Mexico State Land Office surface located in the E ½ SW ¼ of Section 36. The FMP is located off-lease at the CTB and is identified on Exhibit 5, Lease Map; off-lease measurement ("OLM") is necessary to reduce surface disturbance by using Coterra's approved facility infrastructure. Each well is equipped with a three-phase separator and metered off-lease before production is transferred to the CTB and commingled prior to the FMP. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using Coriolis meters that meet the provisions under 43 CFR 3174.9 and 3174.10. Please see Exhibit 6, Production Flow Diagram, for the enclosed facility diagram.

The Triste Draw 36-25 Federal Com CTB requires no additional surface disturbance.

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

#### Attachments:

Exhibit 1 – Lease Table

Exhibit 2 – MASS Serial Register Page

Exhibit 3 – Allocation Methodology Example

Exhibit 4 – Allocation Methodology Example Details

Exhibit 5 – Lease Map

Exhibit 6 – PFD

NMOCD Approval – ***Will request like approval.***

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### Triste Draw 36-25 Federal Com Central Tank Battery

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

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

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

#### Allocation process:

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



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Triste Draw 36-25 Federal Com Battery  
Commingle Details – Oil – Gas – Water  
Prorated Allocation  
Oil Allocation Details – Exhibit 4

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

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



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Triste Draw 36-25 Federal Com Battery  
Commingle Details – Oil – Gas – Water  
Prorated Allocation  
Water Allocation Details – Exhibit 4

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

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


NAME: TRISTE DRAW 36-25 Central Tank Battery


Well Name:

TRISTE DRAW 36-25 FEDERAL COM 351H  
TRISTE DRAW 36-25 FEDERAL COM 352H  
TRISTE DRAW 36-25 FEDERAL COM 401H  
TRISTE DRAW 36-25 FEDERAL COM 402H

Number:

351H  
352H  
401H  
402H

		TRISTE DRAW 36-25 Central Tank Battery							
Allocated Gas Volumes for OGOR		Allocation Methodology Example							Exhibit 3
Meter ID		Unique ID number							
FMP	Facility Measurement Point	BLM approved point of royalty measurement							
CTB	Central Tank Battery	Group of wells producing into the same FMP							
WH Meter	Wellhead Meter	Volume from the orifice meter measuring the gas produced from each individual well							
Net Wellhead		WH meter - GL Meter/Well Gas Injection volume							
Theoretical %		Allocation % calculated by Well Meter for each well/total wellhead production for CTB							
Net Well Gas Sales		Theoretical % * Net CTB Gas Sales							
Well HP Flare	High Pressure Flare	Measures high pressure flare volume, allocation based on Theoretical % *HP Flare Meter volume (FMP)							
Well LP Flare	Low Pressure Flare	Measures the gas from the VRT - oil tanks, allocation based on theoretical % from oil allocation *LP Flare Meter volume (FMP)							
Well Allocated Production		Net Well Gas Sales + HP flare + LP Flare							
CTB Gas Sales		Gas Sales, meter that measures the gas volume that leaves the CTB							
HP Flare Meter		Measures high pressure flare volume							
LP Flare Meter		Measures low pressure flare volume							
CTB Allocated Production		CTB Gas Sales + HP flare + LP Flare							
Total Net FMP Volumes		Total Volume sold by Net CTB Gas Sales + HP Flare + LP Flare							
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.									
Well Name	Meter ID	WH Meter	GL Meter/Well Gas Injection	Net Wellhead	Theoretical %	Net Well Gas Sales	Well HP Flare	Well LP Flare	Well Allocated Production
TRISTE DRAW 36-25 FEDERAL COM 351H	351HXXXXG	910	740	170	0.09	411.20	2.23	0.45	413.87
TRISTE DRAW 36-25 FEDERAL COM 352H	352HXXXXG	780	710	70	0.04	169.32	0.92	0.18	170.42
TRISTE DRAW 36-25 FEDERAL COM 401H	401HXXXXG	1060	90	970	0.51	2346.28	12.70	2.54	2361.52
TRISTE DRAW 36-25 FEDERAL COM 402H	402HXXXXG	930	230	700	0.37	1693.19	9.16	1.83	1704.19
Well(s) Total		3680	1770	1910	1.00	4620	25	5	4650
Meter Info	Meter ID	Volume	SUMMARY						
CTB Gas Sales (FMP)	XXX CTBG	6480	3680	WH Meter: sum of the volume from the orifice meter measuring the gas produced from each individual well					
BuyBack Meter (FMP)	XXX BB	1860	1770	Meter/Well Gas Injection: measures the volume of gas that was injected into the well for gas lift					
Net CTB Gas Sales	XXXNG	4620	1910	Net WH: WH meter less GL Meter/Well Gas Injection volume (calculated number Gross Sales-Buy Back)					
HP Flare Meter	XXXHPF	25	1.0	Theoretical%: Allocation % calculated by WH Meter for each well/total WH production for CTB (calculated number)					
LP Flare Meter	XXXVRT	5	4620	Net Well Gas Sales: Theoretical % multiplied by Net CTB Gas Sales (calculated number)					
CTB Allocated Production		4650	25	Well HP Flare: measures high pressure flare volume (input volume meter reading)					
Total Net FMP Volumes		4650	5	Well LP Flare: measures low pressure flare volume (input volume meter reading)					
			4650	CTB Allocated Production: CTB Gas Sales plus HP flare plus LP Flare(calculated number)					

		TRISTE DRAW 36-25 Central Tank Battery					
Allocated Oil Volumes for OGOR		Allocation Methodology Example					Exhibit 3
Meter ID		Unique ID number					
CM	Coriolis Meter	Measures the oil from the seperator on each individual well. Used as a basis for prorating CTB Allocated Production.					
CTB	Central Tank Battery	Group of wells producing into the same FMP					
FMP	Facility Measurement Point	BLM approved point of royalty measurement					
Theoretical %		Allocation % calculated by CM volume for each well/total CM volume for all wells					
Well Allocated Production		Ending Inventory + Well Allocated Oil Sales - Beginning Inventory					
Well Allocated Oil Sales	LACT Unit Sales	Theoretical % * CTB Oil Sales					
Beginning Inventory		Emdomg Inventory from previous accounting month					
Ending Inventory		Theoretical % * CTB Ending Inventory					
CTB Beginning Inventory		CTB Ending Inventory from previous accounting month					
CTB Ending Inventory		CTB Oil Inventory on hand at accounting month closing					
CTB Oil Sales (FMP)	LACT Unit Sales	CTB Oil Sales, meter that measures the oil volume that leaves the CTB - FMP					
CTB Oil Production		CTB Ending Inventory + CTB Oil Sales - CTB Beginning Inventory					
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.							
Well Name	Meter ID	Oil Meter	Theoretical %	Well Allocated Production	Well Allocated Oil Sales	Beginning Tank Inventory	Ending Tank Inventory
TRISTE DRAW 36-25 FEDERAL COM 351H	351HXXXXP	800	0.30	745.61	885.61	220	80
TRISTE DRAW 36-25 FEDERAL COM 352H	352HXXXXP	760	0.28	741.33	841.33	140	40
TRISTE DRAW 36-25 FEDERAL COM 401H	401HXXXXP	560	0.21	519.93	619.93	150	50
TRISTE DRAW 36-25 FEDERAL COM 402H	402HXXXXP	590	0.22	593.14	653.14	110	50
Well(s) Total		2710	1.00	2600	3000	620	220
CTB Summary		SUMMARY					
CTB Beginning Inventory	620	2710	Oil Meter: sum of all individual well meters for the commingled facility.				
CTB Ending Inventory	220	1.00	Theoretical %: individual wells percentage of total production for the month this is the basis for allocation (calculated number)				
CTB Oil Sales	3000	2600	Well Allocated Production: sum of Ending Inventory plus Well Allocated Oil Sales less Beginning Inventory				
CTB Oil Production	2600	Ending Inventory: sum of Beginning Inventory plus Well Allocation Production less Well Allocation Oil Sales					
		Well Allocated Oil Sales: Total Sales from the month					
		Beginning Inventory: Ending Inventory from previous accounting month					
		3000	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.				


**TRISTE DRAW 36-25 Central Tank Battery**
*Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.*

Well Name	Meter ID	Water Meter	Theoretical %	Well Allocated Production	Well Allocated SW	Beginning Tank Inventory	Ending Tank Inventory
TRISTE DRAW 36-25 FEDERAL COM 351H	351HXXXXW	560	0.28	530.00	560.00	140	110
TRISTE DRAW 36-25 FEDERAL COM 352H	352HXXXXW	450	0.22	410.00	450.00	200	160
TRISTE DRAW 36-25 FEDERAL COM 401H	401HXXXXW	520	0.26	460.00	520.00	90	30
TRISTE DRAW 36-25 FEDERAL COM 402H	402HXXXXW	480	0.24	470.00	480.00	40	30
Well(s) Total		2010	1.00	1870	2010	470	330
CTB Summary		SUMMARY					
CTB Beginning Inventory	470	2010	Water Meter: measures the water from the separator for each well				
CTB Ending Inventory	330	1.00	Theoretical %: Allocation % calculated by WH volume for each well/total WH volume for all wells				
CTB SW Transfer	2010	1870	Well Allocated Production: sum of Well Allocation SW volume plus Ending Inventory less Beginning Inventory				
CTB Allocated Production	1870	Ending Tank Inventory: Theortical % multiplied by CTB Ending Inventory					
		Well Allocated SW: Theoretical % multiplied by CTB SW Transfer					
		Beginning Tank Inventory: Ending Inventory from previous accounting month					
		2010	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.				

August 8, 2025

**Jon McDonald**  
**Production Engineer**

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

**Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 36, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

To Whom This May Concern,

Pursuant to this application, Coterra seeks approval to commingle production from the Triste Draw; Bone Spring [96603], and WC-025 G-09 S223332A; UPR Wolfcamp [98177] formations in the W/2 of Sections 25 and 36, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico, as set forth herein.

Specifically, Coterra requests approval to commingle oil and gas production from four (4) wells on the lands listed as follows:

Triste Draw 36-25 Federal Com					
Sections 36 & 25, Township 23 South, Range 32 East					
Well Name	Well Number	API	Field; Formation	Lease(s)	Product(s) Commingled
Triste Draw 36-25 Federal Com	351H	30-025-53120	[96603] Triste Draw; Bone Spring	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	352H	30-025-53121	[96603] Triste Draw; Bone Spring	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	401H	30-025-53122	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	402H	30-025-53123	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.					

This request for commingling will not negatively affect the royalty revenue of the federal or state government. Coterra will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The

August 8, 2025

Page 2

allocation meters will meet the relevant regulations and standards as outlined below. Communitization Agreements and their associated wells are capable of production in paying quantities. Commingling the reserve is the most effective means of production.

Oil & gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Central Tank Battery** ("CTB"), which is located in the E ½ SW ¼ of Section 36. The oil and gas metering point for the units is located off-lease at the CTB.

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

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

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

The Triste Draw 36-25 Federal Com CTB requires no additional surface disturbance. The BLM, SLO, and OCD will be notified of any changes to the CTB.

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

Very truly yours,

Coterra Energy Operating Co.

Jon McDonald  
Production Engineer



COTERRA

MIDLAND, TX

TRISTE DRAW 36-25 FED COM  
METERED PROCESS FLOW DIAGRAMS

TABLE 1

FACILITY NAME	VESSEL NAME	TEST	BULK	WELLHEAD NAME	OIL METER	GAS METER	WATER METER
TRISTE DRAW 36-25 FED COM	V-8000	X		TRISTE DRAW 36-25 FED COM 401H	TD-8000-PO	TD-8000-PG	TD-8000-PW
TRISTE DRAW 36-25 FED COM	V-8010	X		TRISTE DRAW 36-25 FED COM 351H	TD-8010-PO	TD-8010-PG	TD-8010-PW
TRISTE DRAW 36-25 FED COM	V-8020	X		TRISTE DRAW 36-25 FED COM 402H	TD-8020-PO	TD-8020-PG	TD-8020-PW
TRISTE DRAW 36-25 FED COM	V-8030	X		TRISTE DRAW 36-25 FED COM 352H	TD-8030-PO	TD-8030-PG	TD-8030-PW

TABLE 2

FACILITY NAME	WELLHEAD NAME	GAS LIFT METER
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 401H	TD-401H-GL
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 351H	TD-351H-GL
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 402H	TD-402H-GL
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 352H	TD-352H-GL

NOTE:

ISSUED  
AUGUST 06, 2024  
FOR CONSTRUCTION

REFERENCE DRAWINGS		REVISIONS					
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.
		0	08/06/24	ISSUED FOR CONSTRUCTION	BM	JNM	

Q:\01\_Coterra\24550 - Triste Draw CTB\2\_Eng\_Design\2.1\_Process\2.1.3 Drawings - PFDs\0-24550-10-000.dwg20240730.081145



Midland, Texas 79705  
Ph: 432-687-5611 Arlington, Texas 76011  
Katy, Texas 77449  
WWW.3SENGINEERINGDESIGN.COM  
TBPE FIRM REG. #13809  
NM FIRM REG. #4545320

NOTICE

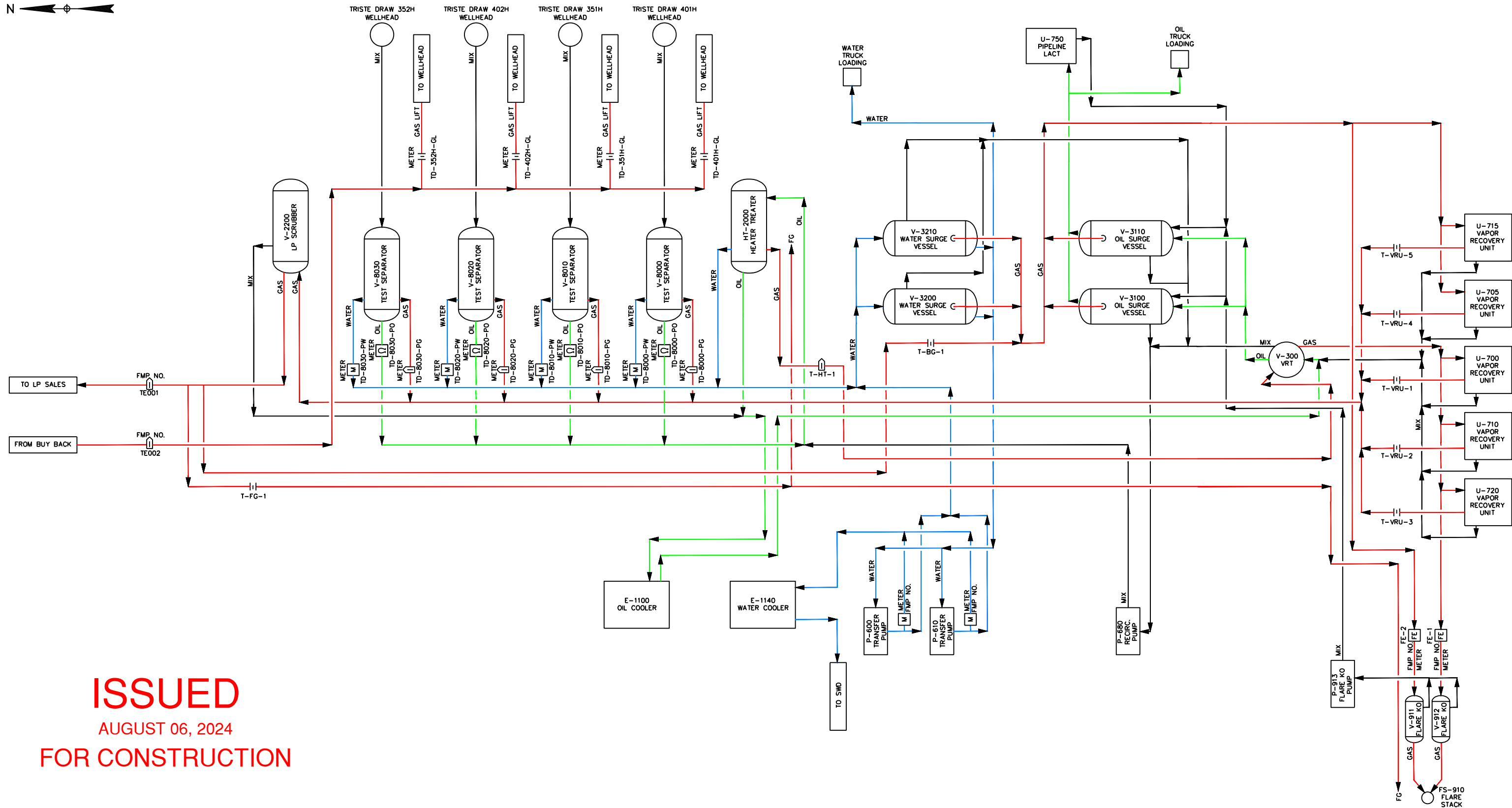
THIS DRAWING HAS NOT BEEN PUBLISHED BUT RATHER HAS BEEN PREPARED BY 3S ENGINEERING & DESIGN. FOR USE BY THE CLIENT NAMED IN THE TITLE BLOCK SOLELY IN RESPECT OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF FACILITY NAMED IN THE TITLE BLOCK AND SHALL NOT BE USED FOR ANY OTHER PURPOSE, OR FURNISHED TO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

ENGINEERING RECORD	
BY	DATE
DRN: BM	07/16/24
DES: JAV	
CHK:	
APP:	
AFE No.	
FACILITY ENGR.	C. BOYLE
PROJ. ENGR:	J. MEDINA
SCALE:	NONE



TRISTE DRAW 36-25 FED COM  
METERED PROCESS FLOW DIAGRAM - COVER SHEET

LEA COUNTY		NM	
PLOT SCALE	NONE	DWG. NO.	D-24550-10-000
CAD NO.		REV	0



**ISSUED**  
AUGUST 06, 2024  
**FOR CONSTRUCTION**

NOTE:

1. SEE TABLE 1 ON DWG D-24550-10-000.

	JR. GAS METER	WATER:
	SR. GAS METER	GAS:
	CORIOLIS METER	MIX:
	MAG METER	OIL:
	THERMAL MASS METER	
	TURBINE METER	

REFERENCE DRAWINGS		REVISIONS					
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.
		0	08/06/24	ISSUED FOR CONSTRUCTION	BM	JNM	

Q:\01\_Coterra\24550 - Triste Draw CTB\2. Eng. Design\2.1.3 Drawings - PFDs\D-24550-10-200.dwg20240805.102118



Midland, Texas 79705  
Ph: 432-687-5611  
Arlington, Texas 76011  
Katy, Texas 77449  
WWW.3SENGINEERINGDESIGN.COM  
TBP E FIRM REG. #13809  
NM FIRM REG. #4545320

NOTICE

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

ENGINEERING RECORD

BY	DATE
DRN: BM	07/16/24
DES: JAV	
CHK:	
APP:	
AFE No.	
FACILITY ENGR.	C. BOYLE
PROJ. ENGR:	J. MEDINA
SCALE:	NONE



TRISTE DRAW 36-25 FED COM  
METERED PROCESS FLOW DIAGRAM

LEA COUNTY	NM
PLOT SCALE: NONE	DWG. NO. D-24550-10-200
CAD NO.	REV 0

# Exhibit 3

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

## WELL LOCATION INFORMATION

API Number 30-025-53120	Pool Code 96603	Pool Name Triste Draw; Bone Spring
Property Code	Property Name TRISTE DRAW 36-25 FEDERAL COM	Well Number 351H
OGRID No. 215099	Operator Name CIMAREX ENERGY CO.	Ground Level Elevation 3,657.0'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

## Surface Location

UL N	Section 36	Township 23S	Range 32E	Lot	Ft. from N/S 1,207 SOUTH	Ft. from E/W 2,385 WEST	Latitude (NAD 83) 32.257261°	Longitude (NAD 83) -103.629154°	County LEA
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## Bottom Hole Location

UL D	Section 25	Township 23S	Range 32E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.282697°	Longitude (NAD 83) -103.633683°	County LEA
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.		Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No		

## Kick Off Point (KOP)

UL M	Section 36	Township 23S	Range 32E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.254202°	Longitude (NAD 83) -103.633663°	County LEA
---------	---------------	-----------------	--------------	-----	---------------------------	--------------------------	---------------------------------	------------------------------------	---------------


## First Take Point (FTP)

UL M	Section 36	Township 23S	Range 32E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.254202°	Longitude (NAD 83) -103.633663°	County LEA
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## Last Take Point (LTP)

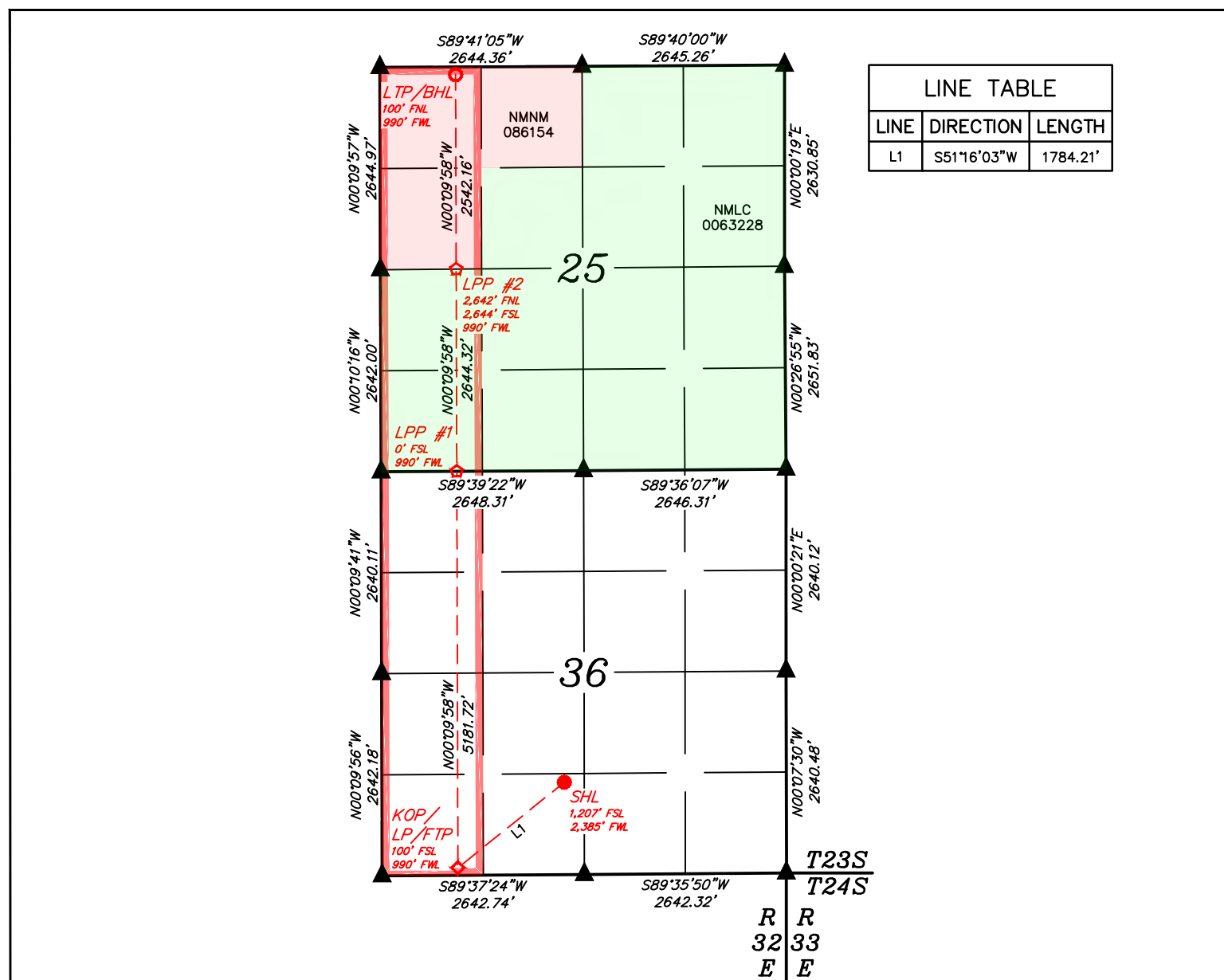
UL D	Section 25	Township 23S	Range 32E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.282697°	Longitude (NAD 83) -103.633683°	County LEA
---------	---------------	-----------------	--------------	-----	---------------------------	--------------------------	---------------------------------	------------------------------------	---------------

Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
---	---	-------------------------

<b>OPERATOR CERTIFICATIONS</b>  <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i>  <i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i>  <i>Shelly Bowen</i> 12/31/2024 Signature Date  Shelly Bowen Printed Name  shelly.bowen@coterra.com Email Address	<b>SURVEYOR CERTIFICATIONS</b>  <i>I hereby certify that the well location shown on this plat was plotted from the field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i>   Signature and Seal of Professional Surveyor  23782 September 15, 2023 Certificate Number Date of Survey
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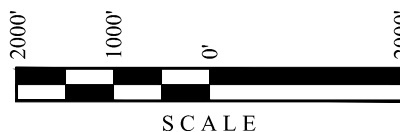
Note: No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.

Property Name TRISTE DRAW 36-25 FEDERAL COM	Well Number 351H	Drawn By D.J.S. 09-28-23	Revised By REV. 1 N.R. 12-20-24 (UPDATE C-102 FORMAT)
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## NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Oil & Gas Leases.



<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'26.14" (32.257261°)
LONGITUDE = -103°37'44.95" (-103.629154°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'25.70" (32.257138°)
LONGITUDE = -103°37'43.22" (-103.628672°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 458038.85' E: 759015.50'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 457979.71' E: 717831.77'

<b>NAD 83 (LPP #1)</b>
LATITUDE = 32°16'06.39" (32.268443°)
LONGITUDE = -103°38'01.22" (-103.633673°)
<b>NAD 27 (LPP #1)</b>
LATITUDE = 32°16'05.95" (32.268319°)
LONGITUDE = -103°37'59.49" (-103.633191°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 462097.55' E: 757591.89'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 462038.29' E: 716408.27'

<b>NAD 83 (KOP/LP/FTP)</b>
LATITUDE = 32°15'15.13" (32.254202°)
LONGITUDE = -103°38'01.19" (-103.633663°)
<b>NAD 27 (KOP/LP/FTP)</b>
LATITUDE = 32°15'14.68" (32.254079°)
LONGITUDE = -103°37'59.46" (-103.633182°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 456916.87' E: 757628.61'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 456857.75' E: 716444.86'

<b>NAD 83 (LPP #2)</b>
LATITUDE = 32°16'32.56" (32.275710°)
LONGITUDE = -103°38'01.24" (-103.633678°)
<b>NAD 27 (LPP #2)</b>
LATITUDE = 32°16'32.11" (32.275587°)
LONGITUDE = -103°37'59.50" (-103.633196°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 464741.33' E: 757573.14'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 464682.00' E: 716389.59'

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- ◇ = LEASE PENETRATION POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

<b>NAD 83 (LTP/BHL)</b>
LATITUDE = 32°16'57.71" (32.282697°)
LONGITUDE = -103°38'01.26" (-103.633683°)
<b>NAD 27 (LTP/BHL)</b>
LATITUDE = 32°16'57.26" (32.282573°)
LONGITUDE = -103°37'59.52" (-103.633200°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467282.98' E: 757555.11'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467223.57' E: 716371.63'

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 96603	<sup>3</sup> Pool Name Triste Draw; Bone Spring
<sup>4</sup> Property Code	<sup>5</sup> Property Name TRISTE DRAW 36-25 FEDERAL COM	<sup>6</sup> Well Number 352H
<sup>7</sup> OGRID No. 215099	<sup>8</sup> Operator Name CIMAREX ENERGY CO.	<sup>9</sup> Elevation 3656.8'

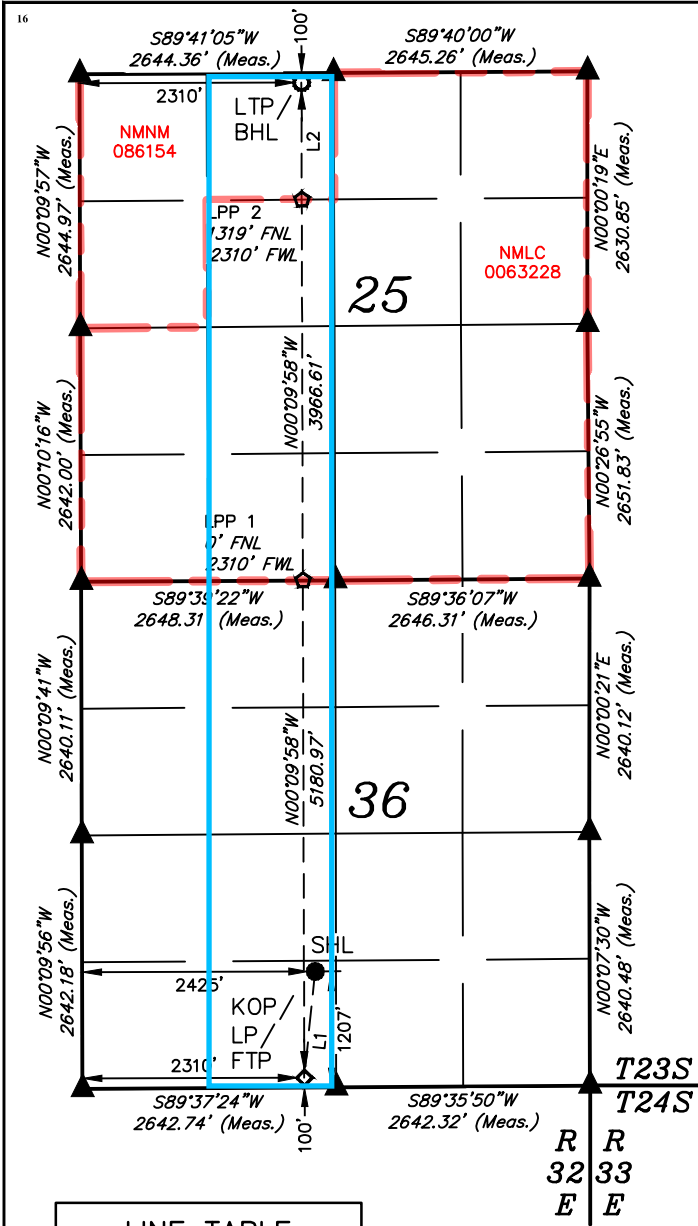
<sup>10</sup> Surface Location

UL or lot no. N	Section 36	Township 23S	Range 32E	Lot Idn	Feet from the 1207	North/South line SOUTH	Feet from the 2425	East/West line WEST	County LEA
--------------------	---------------	-----------------	--------------	---------	-----------------------	---------------------------	-----------------------	------------------------	---------------

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. C	Section 25	Township 23S	Range 32E	Lot Idn	Feet from the 100	North/South line NORTH	Feet from the 2310	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 320	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

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



<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'26.14" (32.257262°)
LONGITUDE = -103°37'44.49" (-103.629024°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'25.70" (32.257138°)
LONGITUDE = -103°37'42.75" (-103.628543°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 458039.28' E: 759055.49'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 457980.14' E: 717871.76'

<b>NAD 83 (KOP/LP/FTP)</b>
LATITUDE = 32°15'15.18" (32.254218°)
LONGITUDE = -103°37'45.82" (-103.629394°)
<b>NAD 27 (KOP/LP/FTP)</b>
LATITUDE = 32°15'14.74" (32.254094°)
LONGITUDE = -103°37'44.09" (-103.628913°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 456931.08' E: 758948.32'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 456871.97' E: 717764.56'

<b>NAD 83 (LPP 1)</b>
LATITUDE = 32°16'06.44" (32.268456°)
LONGITUDE = -103°37'45.85" (-103.629403°)
<b>NAD 27 (LPP 1)</b>
LATITUDE = 32°16'06.00" (32.268333°)
LONGITUDE = -103°37'44.12" (-103.628922°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 462111.00' E: 758911.59'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 462051.74' E: 717727.97'

<b>NAD 83 (LPP 2)</b>
LATITUDE = 32°16'45.69" (32.279357°)
LONGITUDE = -103°37'45.88" (-103.629410°)
<b>NAD 27 (LPP 2)</b>
LATITUDE = 32°16'45.24" (32.279234°)
LONGITUDE = -103°37'44.14" (-103.628928°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 466076.81' E: 758883.47'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 466017.44' E: 717699.95'

<b>NAD 83 (LTP/BHL)</b>
LATITUDE = 32°16'57.75" (32.282708°)
LONGITUDE = -103°37'45.88" (-103.629412°)
<b>NAD 27 (LTP/BHL)</b>
LATITUDE = 32°16'57.30" (32.282585°)
LONGITUDE = -103°37'44.15" (-103.628930°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467295.78' E: 758874.82'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467236.37' E: 717691.34'

<sup>17</sup> OPERATOR  
CERTIFICATION

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

Shelly Bowen 09/23/23  
Signature Date

Shelly Bowen  
Printed Name

shelly.bowen@coterra.com  
E-mail Address

<sup>18</sup> SURVEYOR  
CERTIFICATION

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

September 15, 2023

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:



S C A L E

DRAWN BY: D.J.S. 09-28-23

NOTE:  
• Distances referenced on plat to section lines are perpendicular.  
• Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
  - ◆ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
  - = LAST TAKE POINT/BOTTOM HOLE LOCATION
  - ☆ = LEASE PENETRATION POINT
  - ▲ = SECTION CORNER LOCATED
- = LEASE LINE

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name
	98177	WC-025 G-09 S223332A; UPR Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name	
	TRISTE DRAW 36-25 FEDERAL COM	
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name	
215099	CIMAREX ENERGY CO.	
	<sup>6</sup> Well Number	<sup>9</sup> Elevation
	401H	3657.4'

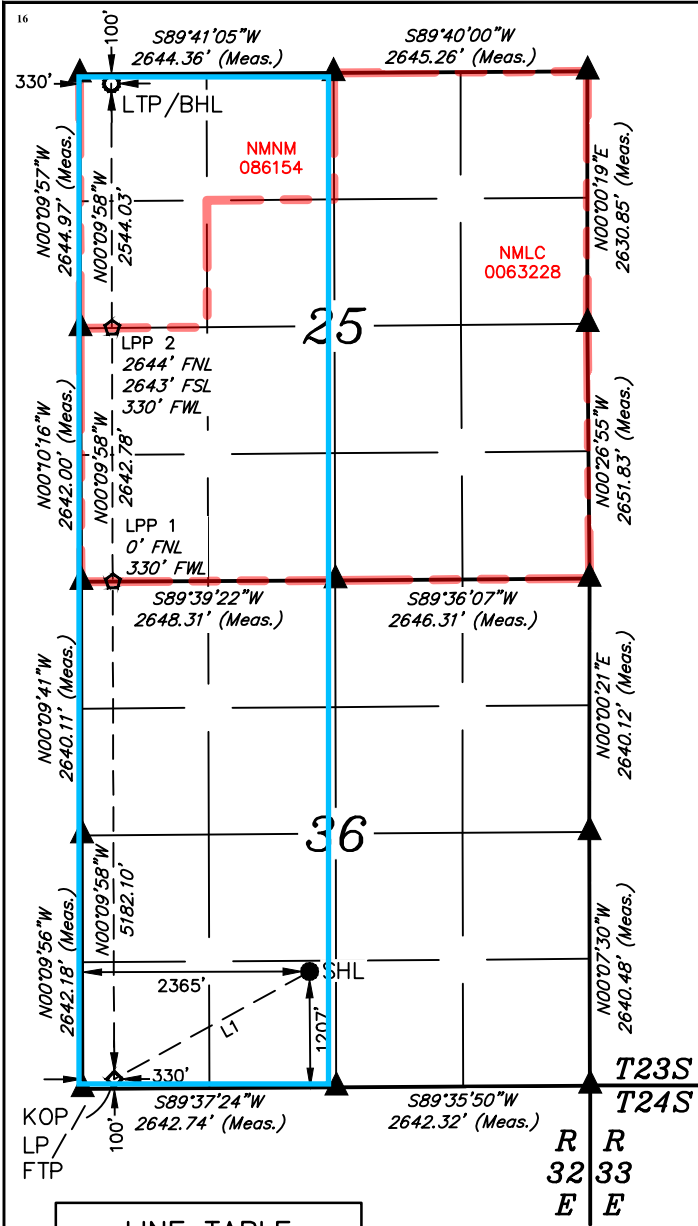
<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	36	23S	32E		1207	SOUTH	2365	WEST	LEA

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	25	23S	32E		100	NORTH	330	WEST	LEA
<sup>12</sup> Dedicated Acres		<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.				
640									

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



<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'26.14" (32.257261°)
LONGITUDE = -103°37'45.19" (-103.629218°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'25.70" (32.257138°)
LONGITUDE = -103°37'43.45" (-103.628737°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 458038.63' E: 758995.50'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 457979.49' E: 717811.78'

<b>NAD 83 (KOP/LP/FTP)</b>
LATITUDE = 32°15'15.10" (32.254195°)
LONGITUDE = -103°38'08.87" (-103.635798°)
<b>NAD 27 (KOP/LP/FTP)</b>
LATITUDE = 32°15'14.66" (32.254071°)
LONGITUDE = -103°38'07.14" (-103.635317°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 456909.76' E: 756968.76'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 456850.65' E: 715785.01'

<b>NAD 83 (LPP 1)</b>
LATITUDE = 32°16'06.37" (32.268436°)
LONGITUDE = -103°38'08.91" (-103.635808°)
<b>NAD 27 (LPP 1)</b>
LATITUDE = 32°16'05.93" (32.268313°)
LONGITUDE = -103°38'07.17" (-103.635326°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 462090.82' E: 756932.03'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 462031.56' E: 715748.41'

<b>NAD 83 (LPP 2)</b>
LATITUDE = 32°16'32.52" (32.275699°)
LONGITUDE = -103°38'08.93" (-103.635813°)
<b>NAD 27 (LPP 2)</b>
LATITUDE = 32°16'32.07" (32.275576°)
LONGITUDE = -103°38'07.19" (-103.635331°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 464733.06' E: 756913.30'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 464673.73' E: 715729.75'

<b>NAD 83 (LTP/BHL)</b>
LATITUDE = 32°16'57.69" (32.282691°)
LONGITUDE = -103°38'08.94" (-103.635818°)
<b>NAD 27 (LTP/BHL)</b>
LATITUDE = 32°16'57.24" (32.282568°)
LONGITUDE = -103°38'07.21" (-103.635335°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467276.58' E: 756895.26'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467217.17' E: 715711.77'

<sup>17</sup> OPERATOR  
CERTIFICATION

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

Shelly Bowen 10/23/23  
Signature Date

Shelly Bowen  
Printed Name

shelly.bowen@coterra.com  
E-mail Address

<sup>18</sup> SURVEYOR  
CERTIFICATION

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

September 15, 2023

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:

NOTE:  
• Distances referenced on plat to section lines are perpendicular.  
• Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
  - ◆ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
  - = LAST TAKE POINT/BOTTOM HOLE LOCATION
  - ☆ = LEASE PENETRATION POINT
  - ▲ = SECTION CORNER LOCATED
- = LEASE LINE



S C A L E

DRAWN BY: D.J.S. 09-28-23

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

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-53123</b>	<sup>2</sup> Pool Code <b>98177</b>	<sup>3</sup> Pool Name <b>WC-025 G-09 S223332A; UPR Wolfcamp</b>
<sup>4</sup> Property Code <b>336010</b>	<sup>5</sup> Property Name <b>TRISTE DRAW 36-25 FEDERAL COM</b>	<sup>6</sup> Well Number <b>402H</b>
<sup>7</sup> OGRID No. <b>215099</b>	<sup>8</sup> Operator Name <b>CIMAREX ENERGY CO.</b>	<sup>9</sup> Elevation <b>3656.8'</b>

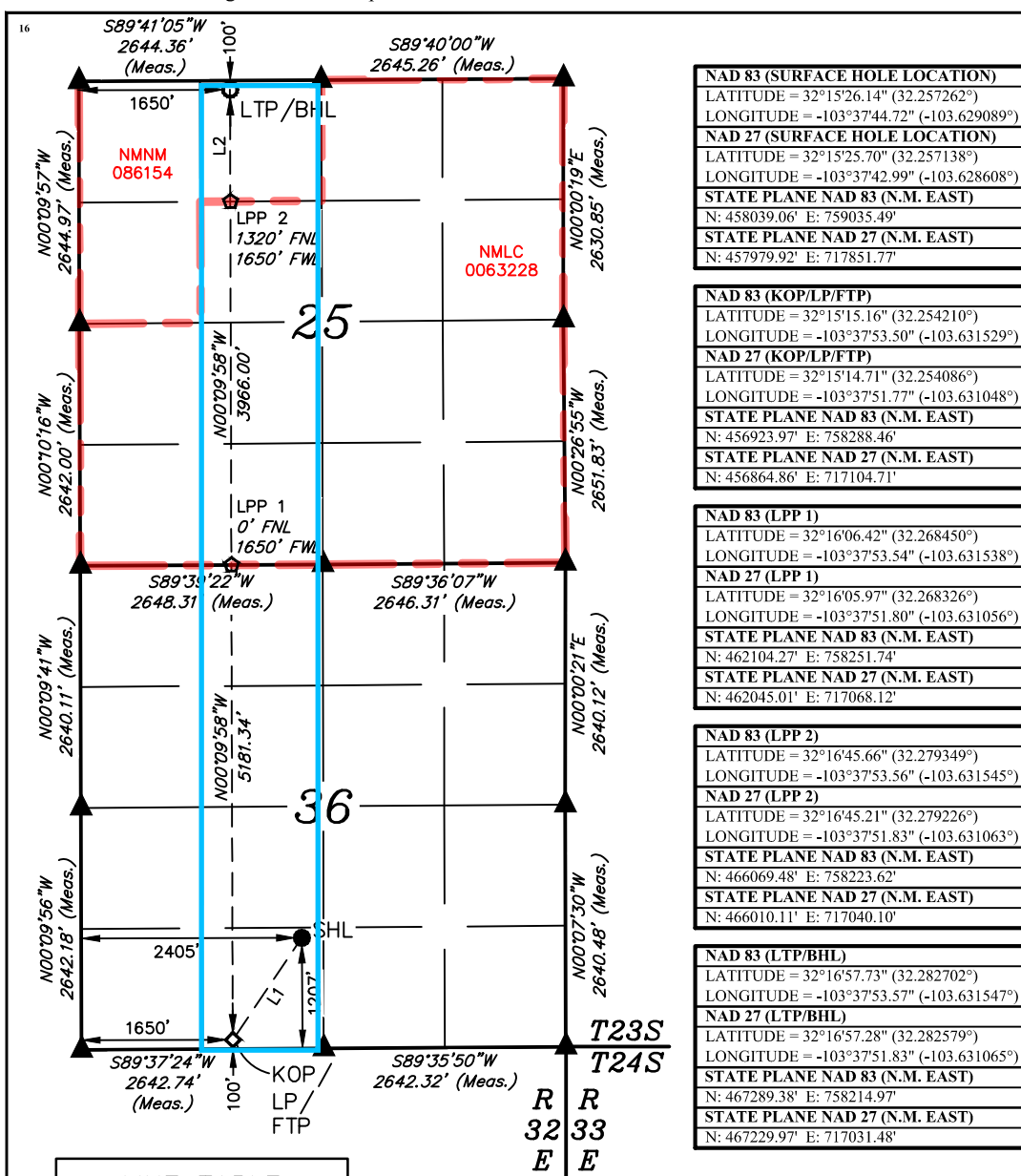
## <sup>10</sup>Surface Location

UL or lot no. N	Section 36	Township 23S	Range 32E	Lot Idn	Feet from the 1207	North/South line SOUTH	Feet from the 2405	East/West line WEST	County LEA
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## " Bottom Hole Location If Different From Surface

UL or lot no. C	Section 25	Township 23S	Range 32E	Lot Idn	Feet from the 100	North/South line NORTH	Feet from the 1650	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.			

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



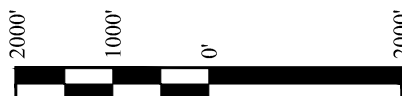
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S34°03'34"W	1342.43'
L2	N00°09'58"W	1220.14'

NOTE:

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- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/LANDING POINT/  
FIRST TAKE POINT
- ⦿ = LAST TAKE POINT/  
BOTTOM HOLE LOCATION
- ☆ = LEASE PENETRATION POINT
- ▲ = SECTION CORNER LOCATED

 = LEASE LINE



SCALE

DRAWN BY: D.J.S. 09-28-23

## 17 OPERATOR CERTIFICATION

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

Shelly Bowen 10/23/23  
Signature Date

Shelly Bowen  
Printed Name

---

E-mail Address

## 18 SURVEYOR CERTIFICATION

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

September 15, 2023

---

Date of Survey

Signature and Seal of Professional Surveyor:



**Certificate Number:**

# Exhibit 4

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of October, 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 23 South, Range 32 East, N.M.P.M.  
Section 25: W2W2  
Section 36: W2W2  
Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Cimarex Energy Co.**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.  
If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $\frac{1}{6}$ th or  $16\frac{2}{3}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $\frac{5}{6}$ th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

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

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

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2024, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Operator/Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

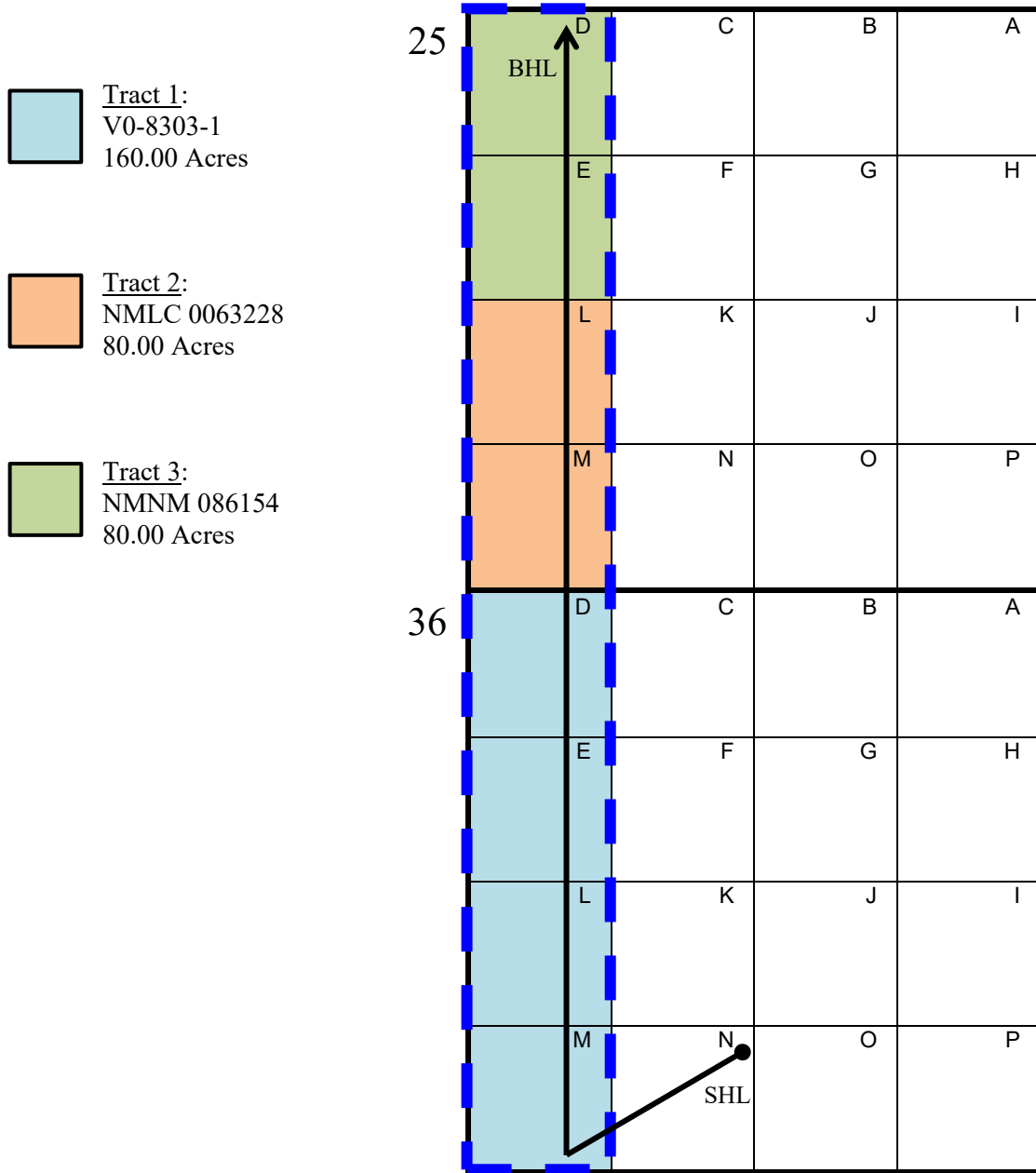
\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**EXHIBIT "A"**

Plat of communitized area covering 320.00 acres in the W2W2 of Section 25 and W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

Triste Draw 36 25 Federal Com 351H (API#: 30-025-53120)



Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2024, embracing the following described lands in the W2W2 of Section 25 & W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number: V0-8303-1

Description of Land Committed: W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 160.00

Lease Royalty Rate: 16.6667%

Current Lessee(s) of Record: Cimarex Energy Co.

Names of Working Interest Owners\*: Cimarex Energy Co. (100%)

\*Subject to Title Verification

**Tract No. 2**

Legacy Lease Serial Number: NMLC 0063228

Lease Serial Number: NMNM105368450

Description of Land Committed: W2SW of Section 25, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: ConocoPhillips Company

Names of Working Interest Owners\*: Magnum Hunter Production, Inc. (82.50%)

\*Subject to Title Verification Cimarex Energy Co. (17.50%)

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**Tract No. 3**

Legacy Lease Serial Number: NMNM 086154

Lease Serial Number: NMNM105318752

Description of Land Committed: W2NW of Section 25, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: Devon Energy Production Company, L.P.

Names of Working Interest Owners\*: Cimarex Energy Co. (100.00%)  
\*Subject to Title Verification

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	80.00	25.0000%
3	80.00	25.0000%
Total:	<b>320.00</b>	100.0000%

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

LESSEE OF RECORD:  
**CONOCOPHILLIPS COMPANY**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                     §  
**COUNTY OF MIDLAND** §

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of **ConocoPhillips Company**, a Delaware corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

LESSEE OF RECORD:  
**DEVON ENERGY PRODUCTION COMPANY, L.P.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**       §  
  §  
**COUNTY OF OKLAHOMA**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 351H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of October, 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 23 South, Range 32 East, N.M.P.M.  
Section 25: E2W2  
Section 36: E2W2  
Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Cimarex Energy Co.**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.  
If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $\frac{1}{6}$ th or  $16\frac{2}{3}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $\frac{5}{6}$ th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

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

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

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2024, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Operator/Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

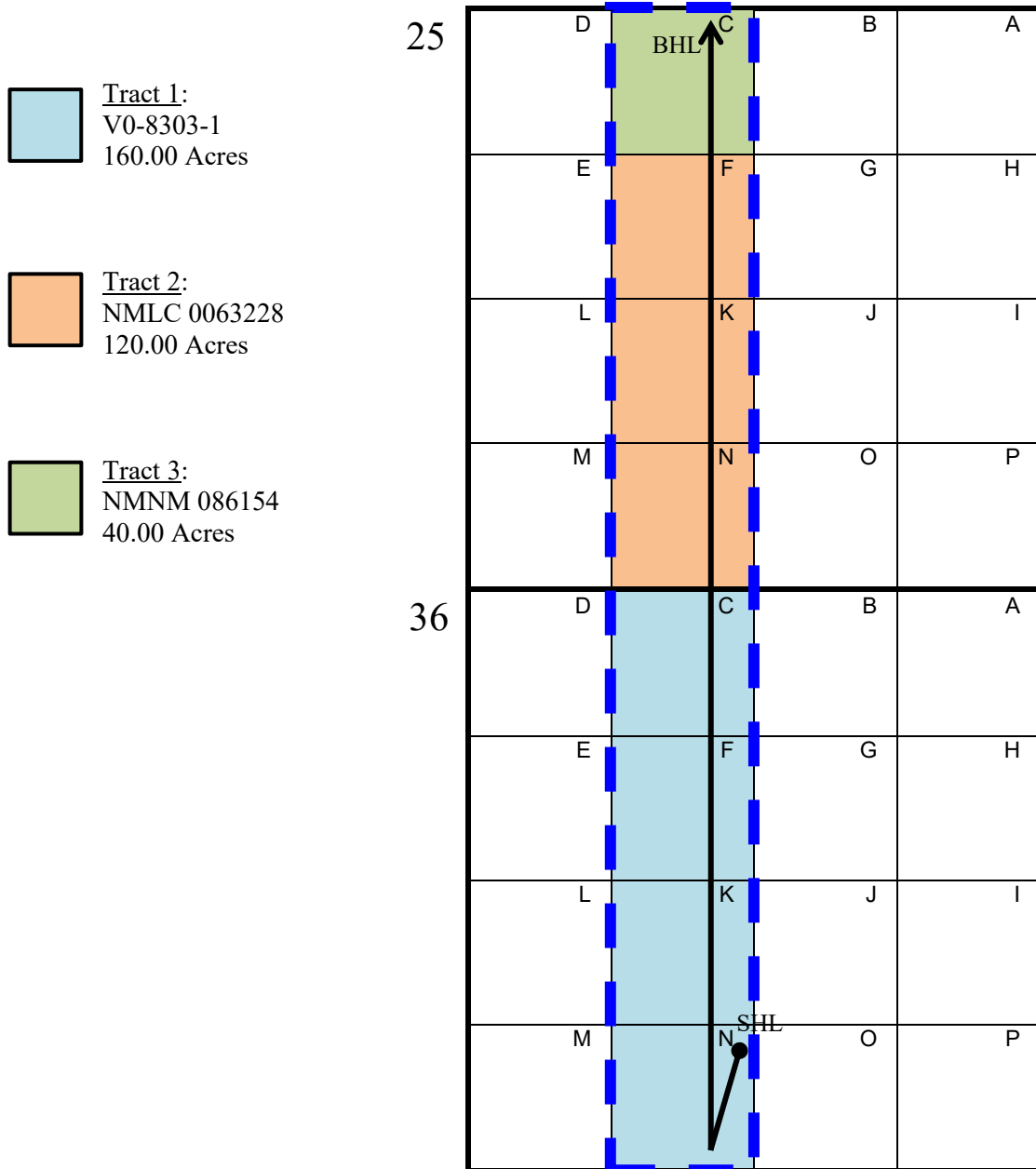
\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**EXHIBIT "A"**

Plat of communitized area covering 320.00 acres in the E2W2 of Section 25 and E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

Triste Draw 36 25 Federal Com 352H (API#: 30-025-53121)



Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2024, embracing the following described lands in the E2W2 of Section 25 & E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number: V0-8303-1

Description of Land Committed: E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 160.00

Lease Royalty Rate: 16.6667%

Current Lessee(s) of Record: Cimarex Energy Co.

Names of Working Interest Owners\*: Cimarex Energy Co. (100%)  
\*Subject to Title Verification

**Tract No. 2**

Legacy Lease Serial Number: NMLC 0063228

Lease Serial Number: NMNM105368450

Description of Land Committed: E2SW and SENW of Section 25, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 120.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: ConocoPhillips Company

Names of Working Interest Owners\*: Magnum Hunter Production, Inc. (82.50%)  
\*Subject to Title Verification Cimarex Energy Co. (17.50%)

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E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**Tract No. 3**

Legacy Lease Serial Number: NMNM 086154

Lease Serial Number: NMNM105318752

Description of Land Committed: NENW of Section 25, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 40.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: Devon Energy Production Company, L.P.

Names of Working Interest Owners\*: Cimarex Energy Co. (100.00%)

\*Subject to Title Verification

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	120.00	37.5000%
3	40.00	12.5000%
Total:	<b>320.00</b>	100.0000%

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND   §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

LESSEE OF RECORD:  
**CONOCOPHILLIPS COMPANY**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF MIDLAND   §**

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of **ConocoPhillips Company**, a Delaware corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

LESSEE OF RECORD:  
**DEVON ENERGY PRODUCTION COMPANY, L.P.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**       §  
  §  
**COUNTY OF OKLAHOMA**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 352H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Bone Spring

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of October, 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 23 South, Range 32 East, N.M.P.M.  
Section 25: W2W2  
Section 36: W2W2  
Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Cimarex Energy Co.**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.  
If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $\frac{1}{6}$ th or  $16\frac{2}{3}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $\frac{5}{6}$ th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

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

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

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

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2024, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Operator/Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

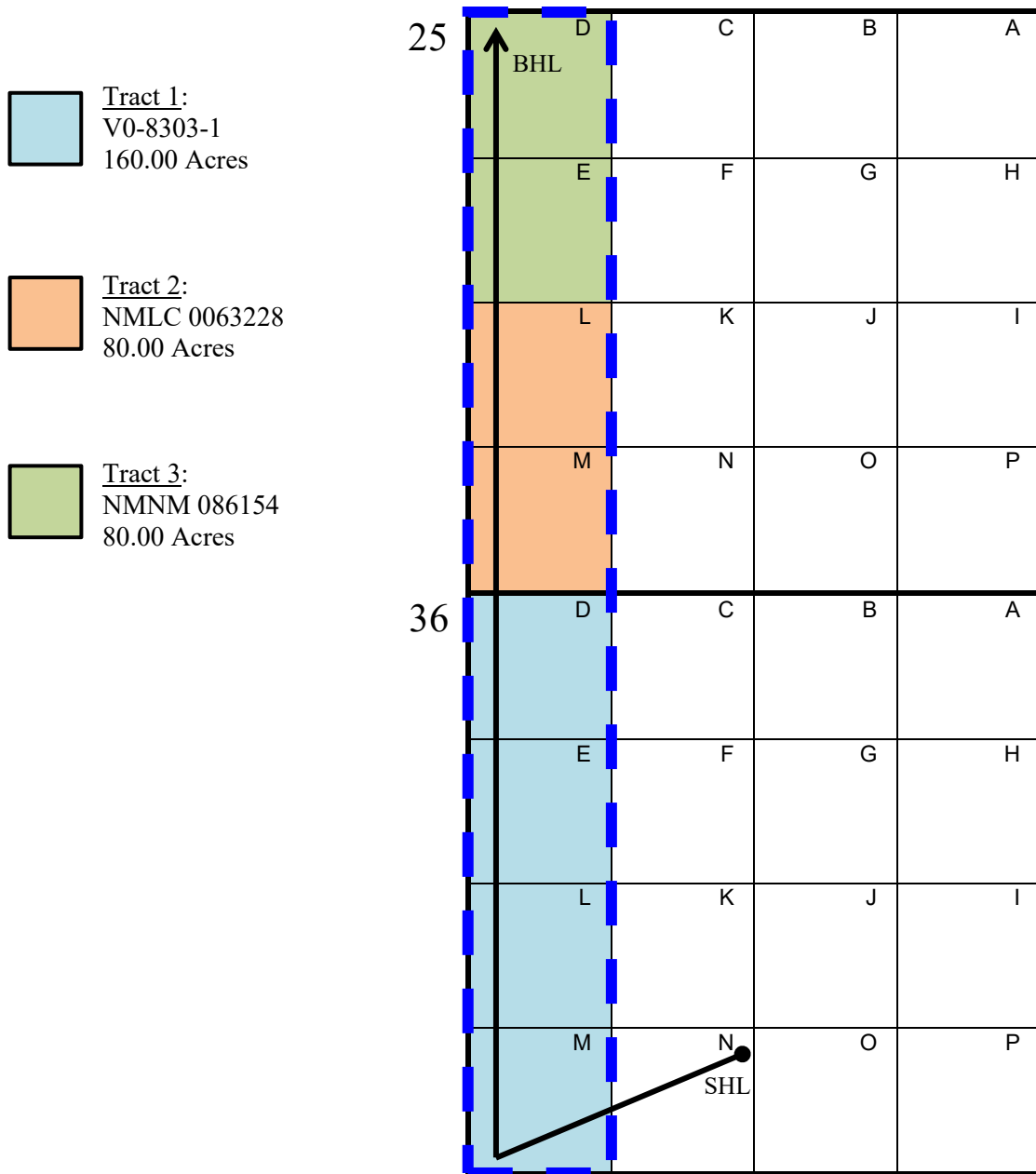
\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**EXHIBIT "A"**

Plat of communitized area covering 320.00 acres in the W2W2 of Section 25 and W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

Triste Draw 36 25 Federal Com 401H (API#: 30-025-53122)



Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2024, embracing the following described lands in the W2W2 of Section 25 & W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number: V0-8303-1

Description of Land Committed: W2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 160.00

Lease Royalty Rate: 16.6667%

Current Lessee(s) of Record: Cimarex Energy Co.

Names of Working Interest Owners\*: Cimarex Energy Co. (100%)

\*Subject to Title Verification

**Tract No. 2**

Legacy Lease Serial Number: NMLC 0063228

Lease Serial Number: NMNM105368450

Description of Land Committed: W2SW of Section 25, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: ConocoPhillips Company

Names of Working Interest Owners\*: Magnum Hunter Production, Inc. (82.50%)

\*Subject to Title Verification Cimarex Energy Co. (17.50%)

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**Tract No. 3**

Legacy Lease Serial Number: NMNM 086154

Lease Serial Number: NMNM105318752

Description of Land Committed: W2NW of Section 25, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: Devon Energy Production Company, L.P.

Names of Working Interest Owners\*: Cimarex Energy Co. (100.00%)  
\*Subject to Title Verification

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	80.00	25.0000%
3	80.00	25.0000%
Total:	<b>320.00</b>	100.0000%

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

LESSEE OF RECORD:  
**CONOCOPHILLIPS COMPANY**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                     §  
**COUNTY OF MIDLAND** §

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of **ConocoPhillips Company**, a Delaware corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

LESSEE OF RECORD:  
**DEVON ENERGY PRODUCTION COMPANY, L.P.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**       §  
  §  
**COUNTY OF OKLAHOMA**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 401H  
W2W2 Sec. 25 & W2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of October, 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 23 South, Range 32 East, N.M.P.M.  
Section 25: E2W2  
Section 36: E2W2  
Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Cimarex Energy Co.**, 6001 Deauville Blvd., Suite 300N, Midland, TX 79706. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.  
If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $\frac{1}{6}$ th or  $16\frac{2}{3}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $\frac{5}{6}$ th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

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

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

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

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2024, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Operator/Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

\_\_\_\_\_  
My Commission Expires

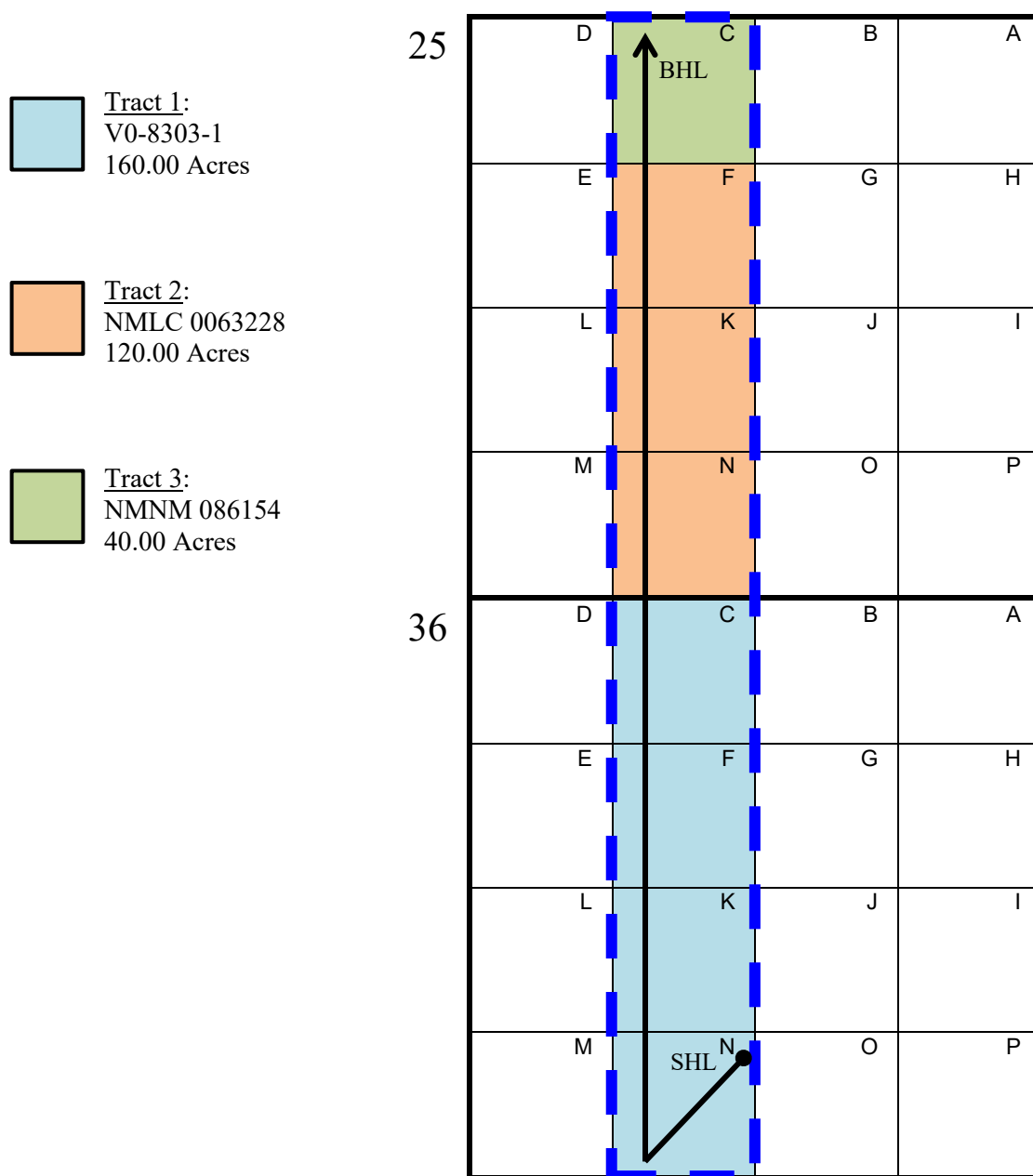
\_\_\_\_\_  
Notary Public

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**EXHIBIT "A"**

Plat of communitized area covering 320.00 acres in the E2W2 of Section 25 and E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

Triste Draw 36 25 Federal Com 402H (API#: 30-025-53123)



Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2024, embracing the following described lands in the E2W2 of Section 25 & E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number: V0-8303-1

Description of Land Committed: E2W2 of Section 36, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 160.00

Lease Royalty Rate: 16.6667%

Current Lessee(s) of Record: Cimarex Energy Co.

Names of Working Interest Owners\*: Cimarex Energy Co. (100%)  
\*Subject to Title Verification

**Tract No. 2**

Legacy Lease Serial Number: NMLC 0063228

Lease Serial Number: NMNM105368450

Description of Land Committed: E2SW and SENW of Section 25, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Number of Acres: 120.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: ConocoPhillips Company

Names of Working Interest Owners\*: Magnum Hunter Production, Inc. (82.50%)  
\*Subject to Title Verification Cimarex Energy Co. (17.50%)

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**Tract No. 3**

Legacy Lease Serial Number: NMNM 086154

Lease Serial Number: NMNM105318752

Description of Land Committed: NENW of Section 25, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 40.00

Lease Royalty Rate: 12.5000%

Current Lessee(s) of Record: Devon Energy Production Company, L.P.

Names of Working Interest Owners\*: Cimarex Energy Co. (100.00%)  
\*Subject to Title Verification

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	120.00	37.5000%
3	40.00	12.5000%
Total:	<b>320.00</b>	100.0000%

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

LESSEE OF RECORD:  
**CONOCOPHILLIPS COMPANY**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF MIDLAND §**

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of **ConocoPhillips Company**, a Delaware corporation, on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

LESSEE OF RECORD:  
**DEVON ENERGY PRODUCTION COMPANY, L.P.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**       §  
  §  
**COUNTY OF OKLAHOMA**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

My Commission Expires: \_\_\_\_\_

Triste Draw 36 25 Federal Com 402H  
E2W2 Sec. 25 & E2W2 Sec. 36, T23S/R32E, Lea Co., NM  
Wolfcamp

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION

Run Date/Time: 4/25/2024 10:39 AM  
Single Serial Number Report

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<b>Authority</b>	<b>Total Acres</b>	<b>Serial Number</b>
02-25-1920; 041STAT0437; 30USC226; MINERAL LEASING ACT OF 1920	1,600.0000	NMNM105368450

Legacy Serial No  
NMLC 0063228

<b>Product Type:</b> 311111 NONCOMPETITIVE PUBLIC DOMAIN LEASE PRE 1987	<b>Case File Jurisdiction:</b>
<b>Commodity:</b> Oil & Gas	-
<b>Case Disposition:</b> AUTHORIZED	05/30/1951

CASE DETAILS NMNM105368450

MLRS Case Ref	C-7966458				
Case Name					
Unit Agreement Name					
		Split Estate		Fed Min Interest	
Effective Date	06/01/1951	Split Estate Acres		Future Min Interest	No
Expiration Date		Royalty Rate	12.5%	Future Min Interest Date	
Land Type	Public Domain	Royalty Rate Other		Acquired Royalty Interest	
Formation Name		Approval Date		Held In a Producing Unit	No
Parcel Number		Sale Date		Number of Active Wells	
Parcel Status		Sales Status		Production Status	Held by Actual Production
		Total Bonus Amount	0.00		
Related Agreement		Tract Number		Lease Suspended	No
Application Type		Fund Code	145003	Total Rental Amount	

CASE CUSTOMERS NMNM105368450

Name & Mailing Address			Interest Relationship	Percent Interest
CHEVRON USA INC	1400 SMITH ST	HOUSTON TX 77002	OPERATING RIGHTS	0.000000
CIMAREX ENERGY CO.	6001 DEAUVILLE BOULEVARD	MIDLAND TX 79706	OPERATING RIGHTS	0.000000
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND TX 79701	OPERATING RIGHTS	0.000000
CONOCOPHILLIPS COMPANY	600 W ILLINOIS AVE	MIDLAND TX 79701	LESSEE	100.000000
EARTHSTONE PERMIAN LLC	1400 WOODLOCH FOREST DR STE 300	THE WOODLANDS TX 77380	OPERATING RIGHTS	0.000000
LATIGO PETROLEUM INC	15 W 6TH ST #1100	TULSA OK 74119	OPERATING RIGHTS	0.000000
MAGNUM HUNTER PRODUCTION INC	840 GESSNER RD, SUITE 1400	HOUSTON TX 77024	OPERATING RIGHTS	0.000000
STRATEGIC ENERGY INCOME FUND IV LP	2350 N FOREST RD	GETZVILLE NY 14068-1296	OPERATING RIGHTS	0.000000
THE ALLAR COMPANY	PO BOX 1567	GRAHAM TX 76450-7567	OPERATING RIGHTS	0.000000
TWIN MONTANA INC	PO BOX 1210	GRAHAM TX 76450	OPERATING RIGHTS	0.000000

RECORD TITLE  
(No Records Found)

OPERATING RIGHTS  
(No Records Found)

LAND RECORDS NMNM105368450

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0230S	0320E	024	Aliquot		E2	PECOS DISTRICT OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	025	Aliquot		E2,SENW,SW	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	026	Aliquot		SW	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	027	Aliquot		N2,N2S2,SESW, S2SE	PECOS DISTRICT OFFICE	LEA	BUREAU OF LAND MGMT

CASE ACTIONS NMNM105368450

Action Date	Date Filed	Action Name	Action Status	Action Information
06/14/1944	06/14/1944	APPLICATION RECEIVED	APPROVED/ACCEPTED	
05/30/1951	05/30/1951	LEASE ISSUED	APPROVED/ACCEPTED	

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Action Date	Date Filed	Action Name	Action Status	Action Information
06/01/1951	06/01/1951	EFFECTIVE DATE	APPROVED/ACCEPTED	
06/01/1951	06/01/1951	FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003
06/01/1951	06/01/1951	RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
05/09/1961	05/09/1961	CASE SEGREGATED BY ASGN	APPROVED/ACCEPTED	Action Remarks: INTO NMLC063228-A;
05/11/1961	05/11/1961	RENTAL RATE DET/ADJ	APPROVED/ACCEPTED	Action Remarks: \$1.00;
11/02/1961	11/02/1961	HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	
11/02/1961	11/02/1961	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
12/04/1961	12/04/1961	NOTICE SENT-PROD STATUS	APPROVED/ACCEPTED	
02/12/1964	02/12/1964	COMMITTED TO AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM70796X;BRINNINGST
02/12/1964	02/12/1964	LEASE SEGREGATED	APPROVED/ACCEPTED	Action Remarks: INTO NMNM0536344;
10/24/1979	10/24/1979	NAME CHANGE RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: CONTL OIL/CONOCO INC
07/26/1984	07/26/1984	GEOGRAPHIC NAME	APPROVED/ACCEPTED	Action Remarks: UNDEFINED FLD;
07/26/1984	07/26/1984	KMA EXPANDED	APPROVED/ACCEPTED	
01/02/1987	01/02/1987	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CONOCO/ESTACADO;
03/23/1987	03/23/1987	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/87;
04/03/1987	04/03/1987	CASE MICROFILMED/SCANNED	APPROVED/ACCEPTED	Action Remarks: CNUM 101,746 RW
02/24/1989	02/24/1989	BOND ACCEPTED	APPROVED/ACCEPTED	Action Remarks: EFF 02/22/89;NM1573
05/03/1989	05/03/1989	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ESTACADO/GUY BABER
05/23/1989	05/23/1989	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/89;
04/05/1993	04/05/1993	RLTY REDUCTION APPV	APPROVED/ACCEPTED	Action Remarks: /1/
02/15/1996	02/15/1996	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CONOCO/MERIDIAN
05/06/1996	05/06/1996	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: JLV
05/06/1996	05/06/1996	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/96;
05/20/1996	05/20/1996	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BTM
05/20/1996	05/20/1996	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: SOUTHLAND/MERIDIAN
05/20/1996	05/20/1996	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: MERIDIAN PRO/MERIDIAN
05/20/1996	05/20/1996	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: EL PASO PROD/MERIDIAN
09/18/1996	09/18/1996	NAME CHANGE RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: MERIDIAN/BURLINGTON
03/18/1997	03/18/1997	APD FILED	APPROVED/ACCEPTED	
04/16/1997	04/16/1997	APD APPROVED	APPROVED/ACCEPTED	Action Remarks: #1 RED DEER 24 FED
07/07/1997	07/07/1997	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: TF/TF
09/15/1997	09/15/1997	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BURLINGTON/CONOCO
10/14/1997	10/14/1997	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CONOCO/BULINGTON
10/15/1997	10/15/1997	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
10/15/1997	10/15/1997	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/97;
11/07/1997	11/07/1997	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
11/07/1997	11/07/1997	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 11/01/97;
01/26/1998	01/26/1998	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: UNION OIL/MATADOR
05/20/1998	05/20/1998	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV/MV
05/20/1998	05/20/1998	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/98;
01/16/2003	01/16/2003	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: CONOCO/CONOCOPHILLIPS
06/27/2003	06/27/2003	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ANIMAS/SAGA; Receipt Number: 704047
07/30/2003	07/30/2003	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV
07/30/2003	07/30/2003	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/03;
09/02/2003	09/02/2003	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: MATADOR/TOM BROWN INC
07/19/2004	07/19/2004	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: 2 Receipt Number: 911514
07/19/2004	07/19/2004	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 911514
08/20/2004	08/20/2004	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV
08/20/2004	08/20/2004	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 08/01/04;1
08/20/2004	08/20/2004	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 08/01/04;2
10/15/2004	10/15/2004	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TOM BROWN/MAGNUM HUNT Receipt Number: 969932
10/22/2004	10/22/2004	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: PRONGHORN MGMT/ECHO Receipt Number: 973671
12/08/2004	12/08/2004	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
12/08/2004	12/08/2004	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 11/01/04;
02/28/2005	02/28/2005	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ECHO PROD/SAGA PETR;1 Receipt Number: 1033870
04/08/2005	04/08/2005	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
04/08/2005	04/08/2005	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/05;
05/20/2005	05/20/2005	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: SAGA PETR/LATIGO PE;1 Receipt Number: 1080255
07/14/2005	07/14/2005	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV
07/14/2005	07/14/2005	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/05;
02/01/2006	02/01/2006	RLTY REDUCTION LIFTED	APPROVED/ACCEPTED	
02/20/2007	02/20/2007	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 1441505
02/13/2008	02/13/2008	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 1653445
02/27/2008	02/27/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BABER JR/BOVINA LT;1 Receipt Number: 1661993
02/27/2008	02/27/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BABER III/BOVINA LT;1 Receipt Number: 1661993
02/27/2008	02/27/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BABER JOH/BOVINA LT;1

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Action Date	Date Filed	Action Name	Action Status	Action Information
03/07/2008	03/07/2008	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Receipt Number: 1661993
03/07/2008	03/07/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: ANN
03/07/2008	03/07/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/08;3
03/07/2008	03/07/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/08;2
03/31/2008	03/31/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/08;1
				Action Remarks: LATIGO PETR/OXY USA;1
				Receipt Number: 1679548
04/15/2008	04/15/2008	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BOVINA/TRITEX ENERG;1
				Receipt Number: 1689197
05/14/2008	05/14/2008	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
05/14/2008	05/14/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 04/01/08;
06/27/2008	06/27/2008	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
06/27/2008	06/27/2008	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/08;
01/08/2009	01/08/2009	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: LATIGO PETR/OXY USA;1
				Receipt Number: 1852752
04/22/2009	04/22/2009	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MV
04/22/2009	04/22/2009	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/09;
01/29/2010	01/29/2010	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CLARKE MA/DESERT ST;1
				Receipt Number: 2075612
01/29/2010	01/29/2010	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: BOVINA LI/TRITEX EN;1
				Receipt Number: 2075612
01/29/2010	01/29/2010	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: DESERT STATE/BOVINA;1
				Receipt Number: 2075612
01/29/2010	01/29/2010	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TRITEX EN/PRONGHORN;1
				Receipt Number: 2075612
01/29/2010	01/29/2010	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TRITEX EN/TRITEX EN;1
				Receipt Number: 2075612
03/02/2010	03/02/2010	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: SSP
03/02/2010	03/02/2010	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/10;1
03/02/2010	03/02/2010	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/10;2
03/02/2010	03/02/2010	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/10;3
03/02/2010	03/02/2010	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/10;4
03/02/2010	03/02/2010	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/10;5
01/02/2013	01/02/2013	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TRITEX EN/ENDURANCE;1
				Receipt Number: 2717257
07/08/2013	07/08/2013	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
07/08/2013	07/08/2013	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/13;
07/22/2013	07/22/2013	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: PRONGHORN/ENDURANCE;1
				Receipt Number: 2837162
09/04/2013	09/04/2013	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
09/04/2013	09/04/2013	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 08/01/13;
01/13/2014	01/13/2014	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM134775;
03/11/2014	03/11/2014	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/NMNM134775;#3H
07/09/2015	07/09/2015	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/
12/15/2015	12/15/2015	BANKRUPTCY FILED	APPROVED/ACCEPTED	Action Remarks: MAGNUM HUNTER PROD
03/24/2017	03/24/2017	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ENDURANCE/COG OPERA;1
				Receipt Number: 3792863
04/10/2017	04/10/2017	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RCC
04/10/2017	04/10/2017	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 04/01/17;
01/01/2018	01/01/2018	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM139003;
01/25/2018	01/25/2018	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM 138463;
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TWIN MONT/STRATEGIC;1
				Receipt Number: 4107209
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: H H & P E/STRATEGIC;1
				Receipt Number: 4107224
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: SCHMIDT R/STRATEGIC;1
				Receipt Number: 4107214
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: HAGGART K/STRATEGIC;1
				Receipt Number: 4107212
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: STODOLA M/STRATEGIC;1
				Receipt Number: 4107219
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: GOLDEN LI/STRATEGIC;1
				Receipt Number: 4107222
03/07/2018	03/07/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TALUS/STRATEGIC ENE;1
				Receipt Number: 4107210
04/26/2018	04/26/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: STRATEGIC/HIGHLAND;1
				Receipt Number: 4147578
05/09/2018	05/09/2018	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 04/01/18;2
05/09/2018	05/09/2018	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 04/01/18;1
05/11/2018	05/11/2018	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: JA
05/11/2018	05/11/2018	TRF OPER RGTS DENIED	APPROVED/ACCEPTED	Action Remarks: H H & P/NO OR INT;
05/11/2018	05/11/2018	TRF OPER RGTS DENIED	APPROVED/ACCEPTED	Action Remarks: HAGGART/NO OR INT;
05/11/2018	05/11/2018	TRF OPER RGTS DENIED	APPROVED/ACCEPTED	Action Remarks: SCHMIDT/NO OR INT;
05/11/2018	05/11/2018	TRF OPER RGTS DENIED	APPROVED/ACCEPTED	Action Remarks: STODOLA/NO OR INT;

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Action Date	Date Filed	Action Name	Action Status	Action Information
05/11/2018	05/11/2018	TRF OPER RGTS DENIED	APPROVED/ACCEPTED	Action Remarks: GOLDEN/NO OR INT;
05/15/2018	05/15/2018	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RCC
05/15/2018	05/15/2018	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/18;
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: GOLDEN LI/STRATEGIC;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TWIN MONT/STRATEGIC;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: H H & P E/STRATEGIC;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TALUS/STRATEGIC ENE;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: HAGGART K/STRATEGIC;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TWIN MONT/H H & P E;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ECHO PROD/TWIN MONT;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TALUS/GOLDEN LINDA;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TWIN MONT/GOLDEN LI;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TALUS/HAGGART KENNE;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TALUS/SCHMIDT RANDA;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TWIN MONT/SCHMIDT R;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: ECHO PRODUCTI/TALUS;1 Receipt Number: 4266030
09/19/2018	09/19/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: SCHMIDT R/STRATEGIC;1 Receipt Number: 4266030
10/04/2018	10/04/2018	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /4/NMNM138463;#8H
12/18/2018	12/18/2018	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/NMNM139003;#301H
02/01/2019	02/01/2019	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CONOCOPHI/STRATA PR;1 Receipt Number: 4362887
03/28/2019	03/28/2019	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: EMR
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;14
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;13
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;12
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;11
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;8
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;7
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;10
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;9
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;4
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;1
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;2
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;3
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;5
03/28/2019	03/28/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 10/01/18;6
04/26/2019	04/26/2019	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4437165
05/09/2019	05/09/2019	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/
06/21/2019	06/21/2019	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CONOCOPHI/TITUS OIL;1 Receipt Number: 4488305
07/03/2019	07/03/2019	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /4/
07/08/2019	07/08/2019	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: TITUS OIL/CM RESOUR;1 Receipt Number: 4501953
08/03/2019	08/03/2019	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LL
08/03/2019	08/03/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/19;
09/23/2019	09/23/2019	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: SD
09/23/2019	09/23/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/19;
10/08/2019	10/08/2019	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: AMV
10/08/2019	10/08/2019	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 08/01/19;
10/24/2019	10/24/2019	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: OXY USA/CHEVRON USA;1 Receipt Number: 4590986
04/02/2020	04/02/2020	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: AMV
04/02/2020	04/02/2020	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 11/01/19;1
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 36 Receipt Number: 4727406
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 26 Receipt Number: 4727406
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 10 Receipt Number: 4727406
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 11 Receipt Number: 4727406
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 22

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04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 19
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 12
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 5
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 32
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 23
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 6
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 2
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 3
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 7
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 1
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 15
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 16
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 33
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 27
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 8
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 9
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 28
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 17
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 13
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 29
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 30
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 18
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 34
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 14
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 24
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 20
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 4
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 35
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 25
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 21
04/22/2020	04/22/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4727406 Action Remarks: 31
05/21/2020	05/21/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4737864 Action Remarks: 1
05/21/2020	05/21/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4737864 Action Remarks: 3
05/21/2020	05/21/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4737864 Action Remarks: 2
05/21/2020	05/21/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Receipt Number: 4737864 Action Remarks: 4
11/01/2020	11/01/2020	COMMITTED TO AGREEMENT	APPROVED/ACCEPTED	Receipt Number: 4737864 Agreement Serial Number: NMNM143533 Action Effective Date: 2020-11-01
11/01/2020	11/01/2020	COMMITTED TO AGREEMENT	APPROVED/ACCEPTED	Case Action Status Date: 2022-12-01 Agreement Serial Number: NMNM143533 Action Effective Date: 2020-11-01 Case Action Status Date: 2022-11-30

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11/06/2020	11/06/2020	OVERRIDING ROYALTY	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4835480
08/04/2021	08/04/2021	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: CM RESOUR/NORTHERN;1 Receipt Number: 4933834
12/20/2021	12/20/2021	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: DLC
12/20/2021	12/20/2021	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 09/01/21;
11/30/2022	11/30/2022	OVERRIDING ROYALTY	FILED	Payment Amount: 15 Action Effective Date: 2022-11-30 Case Action Status Date: 2022-12-02
06/07/2023	04/25/2022	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	To Entity: Cimarex Energy Company From Entity: Conoco Phillips Company Payment Amount: 100 Action Effective Date: 2022-05-01 Case Action Status Date: 2023-06-14
06/07/2023	04/25/2022	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	;Bond: C-8336731 To Entity: Conoco Phillips Company From Entity: Magnum Hunter Production Inc. Payment Amount: 100 Action Effective Date: 2022-05-01 Case Action Status Date: 2023-06-14
06/07/2023	04/25/2022	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	To Entity: Conoco Phillips Company From Entity: Magnum Hunter Production, Inc. Payment Amount: 100 Action Effective Date: 2022-05-01 Case Action Status Date: 2023-06-14
06/07/2023	04/25/2022	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	To Entity: COG Operating, LLC From Entity: Magnum Production, LLC Payment Amount: 100 Action Effective Date: 2022-05-01 Case Action Status Date: 2023-06-14
02/27/2024	10/06/2022	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	To Entity: Earthstone Permian LLC From Entity: Titus Oil & Gas Corporation Payment Amount: 105 Action Effective Date: 2022-11-01 Case Action Status Date: 2022-10-06

**CASE TRANSACTIONS**

Transaction Number	Transaction Date	Receipt Number	Transaction Status	Total Amount Received	Refund Date	Refund Amount
CT-22188	4/25/2022	5041528	Payment Submitted	\$300.00		
CT-22189	4/25/2022	5041528	Payment Submitted	\$300.00		
CT-22194	4/25/2022	5041528	Payment Submitted	\$200.00		
CT-22195	4/25/2022	5041528	Payment Submitted	\$200.00		
CT-39733	10/6/2022	5106677	Payment Submitted	\$1,995.00		
CT-40993	12/1/2022	5130855	Payment Submitted	\$225.00		

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105368450

Agreement Serial Number	Agreement Legacy Serial Number	Case Disposition	Product Name	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105307062	NMNM 134775	AUTHORIZED	COMMUNITIZATION AGREEMENT	02		01/13/2014	120.0000	75.000000
NMNM105677791	NMNM 138463	AUTHORIZED	COMMUNITIZATION AGREEMENT	02		01/25/2018	80.0000	50.000000
NMNM105693334	NMNM 139003	AUTHORIZED	COMMUNITIZATION AGREEMENT	02		01/01/2018	160.0000	50.000000
NMNM105728388	NMNM 143531	AUTHORIZED	COMMUNITIZATION AGREEMENT	03			320.0000	50.000000
NMNM105728390	NMNM 143533	AUTHORIZED	COMMUNITIZATION AGREEMENT	03			320.0000	50.000000
NMNM105790746		PENDING		02			160.0000	25.000000
NMNM105790747		PENDING		02			160.0000	25.000000
NMNM106359144		PENDING		01			320.0000	50.000000

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**ASSOCIATED BONDS**

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<b>MLRS Case Number</b>	<b>Bond Serial Number</b>	<b>Legacy Serial Number</b>	<b>Bond Product</b>	<b>Bond Case Disposition</b>	<b>Bond Amount</b>
C-8334417	NMB105673037	NM1573	BOND - O&G ALL LANDS	ACCEPTED	\$25,000.00

**LEGACY CASE REMARKS**

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

<b>Line Number</b>	<b>Remark Text</b>
0002	BONDED OPERATORS/LESSEES/TRANSFEREES:
0003	07/30/2003 - CONOCOPHILLIPS ES0085/NW
0004	08/20/2004 - LATIGO NMB000186/SW
0005	04/08/2005 - PRONGHORN MANAGEMENT CORP NM1573 S/W;
0006	03/07/2008 - PRONGHOR MANAGEMENT CORP NM1573 S/W;
0007	05/14/2008 - ECHO PROD INC - NM2692 - N/W;
0008	07/08/2013 - CIMAREX ENERGY CO OF CO NMB000835 S/W;
0009	04/10/2017 - COG NMB000215 SW
0010	05/11/2018 - COG NMB000215 S/W
0011	03/28/2019 - CONOCOPHILLIPS CO - ES0048 - N/W;
0012	08/03/2019 - STRATA PRODUCTION - NM1538 SW/NM;
0013	09/23/2019 - TITUS OIL & GAS CORP - NMB001556 - SW/N
0014	10/08/2019 - OXY USA INC NMB001508 S/W NM
0015	04/02/2020 - TITUS O&G CORP NMB001556 S/W NM
0016	12/20/2021 - NORTHERN OIL & GAS INC NMB001993 SW/NM;

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Authority	Total Acres	Serial Number
01-12-1983; 096STAT2447; 30USC188; FED O&G ROYALTY MGT ACT-1982, TITLE IV.	280.0000	NMNM105318752

Legacy Serial No  
NMNM 086154

Product Type: 312021 COMPETITIVE PUBLIC DOMAIN LEASE POST 1987	Case File Jurisdiction:	
Commodity: Oil & Gas	-	
Case Disposition: AUTHORIZED		03/11/1991

CASE DETAILS NMNM105318752

MLRS Case Ref	C-7961989			
Case Name				
Unit Agreement Name				
	Split Estate	Fed Min Interest		
Effective Date	04/01/1991	Split Estate Acres	Future Min Interest	No
Expiration Date		Royalty Rate	12.5%	Future Min Interest Date
Land Type	Public Domain	Royalty Rate Other	Acquired Royalty Interest	
Formation Name		Approval Date	Held In a Producing Unit	No
Parcel Number	9101165	Sale Date	01/16/1991	Number of Active Wells
Parcel Status		Sales Status	Production Status	Held by Actual Production
		Total Bonus Amount	19,600.00	
Related Agreement		Tract Number	Lease Suspended	No
Application Type		Fund Code	145003	Total Rental Amount

CASE CUSTOMERS NMNM105318752

Name & Mailing Address			Interest Relationship	Percent Interest
CIMAREX ENERGY CO.	6001 DEAUVILLE BOULEVARD	MIDLAND TX 79706	OPERATING RIGHTS	0.000000
DEVON ENERGY CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK 73102	LESSEE	100.000000
DEVON ENERGY CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY OK 73102	OPERATING RIGHTS	0.000000
PENWELL ENERGY INC	600 N MARIENFELD #1100	MIDLAND TX 79701	OPERATING RIGHTS	0.000000

RECORD TITLE  
(No Records Found)

OPERATING RIGHTS  
(No Records Found)

LAND RECORDS NMNM105318752

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0230S	0320E	024	Aliquot		SW	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0230S	0320E	025	Aliquot		N2NW,SWNW	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

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Action Date	Date Filed	Action Name	Action Status	Action Information
01/15/1991	01/15/1991	CASE ESTABLISHED	APPROVED/ACCEPTED	Action Remarks: 9101165
01/16/1991	01/16/1991	BID RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$19600.00;
01/16/1991	01/16/1991	MONIES RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$560.00;
01/16/1991	01/16/1991	SALE HELD	APPROVED/ACCEPTED	
01/28/1991	01/28/1991	MONIES RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$19040.00;
03/11/1991	03/11/1991	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: SSP/LR
03/11/1991	03/11/1991	LEASE ISSUED	APPROVED/ACCEPTED	
03/15/1991	03/15/1991	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$420.00;21/0235709958
04/01/1991	04/01/1991	EFFECTIVE DATE	APPROVED/ACCEPTED	
04/01/1991	04/01/1991	FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003
04/01/1991	04/01/1991	RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
04/25/1991	04/25/1991	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: SF ENE/MITCHELL ENE
05/06/1991	05/06/1991	RECORDS NOTED	APPROVED/ACCEPTED	
06/24/1991	06/24/1991	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RAO/CG

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06/24/1991	06/24/1991	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: SF ENE/MITCHELL ENE
03/02/1992	03/02/1992	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$420.00;21/12925
03/05/1993	03/05/1993	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$420.00;21/14388
03/07/1994	03/07/1994	RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$420.00;21/15528
03/06/1995	03/06/1995	RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$420.00;21/0000000161
02/22/1996	02/22/1996	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: MITCHELL/PENWELL
02/29/1996	02/29/1996	APD FILED	APPROVED/ACCEPTED	
03/11/1996	03/11/1996	APD APPROVED	APPROVED/ACCEPTED	Action Remarks: 1-DIAMOND TAIL 24 FED
03/11/1996	03/11/1996	RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$560.00;21/0000000011
03/29/1996	03/29/1996	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: SANTA FE ENE/PENWELL
03/31/1996	03/31/1996	EXTENDED	APPROVED/ACCEPTED	Action Remarks: THRU 03/31/98;
05/15/1996	05/15/1996	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
05/15/1996	05/15/1996	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/96;
08/16/1996	08/16/1996	HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	Action Remarks: /1/
08/26/1996	08/26/1996	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
08/26/1996	08/26/1996	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 04/01/96;
09/03/1996	09/03/1996	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: BCO
11/06/1996	11/06/1996	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /1/#24 1 DIAMOND;
11/07/1996	11/07/1996	APD FILED	APPROVED/ACCEPTED	
01/24/1997	01/24/1997	APD APPROVED	APPROVED/ACCEPTED	Action Remarks: 3 DIAMOND TAIL 24;
02/10/1999	02/10/1999	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: PENWELL/CONCHO
02/26/1999	02/26/1999	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: JLV
02/26/1999	02/26/1999	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 03/01/99;
07/01/1999	07/01/1999	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: JLV
07/01/1999	07/01/1999	MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: SF ENE RES/SF SNYDER
10/11/2000	10/11/2000	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: AT
10/11/2000	10/11/2000	MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: SANTA FE/DEVON SFS
08/16/2001	08/16/2001	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: CONCHO RES/DEVON ENE
05/16/2002	05/16/2002	MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: MITCHELL/DEVON ENE
12/12/2002	12/12/2002	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: DEVONSFS/DEVONENEPD
11/17/2004	11/17/2004	MERGER RECOGNIZED	APPROVED/ACCEPTED	Action Remarks: DEVON OP/DEVON PROD
01/13/2014	01/13/2014	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM134775;
03/11/2014	03/11/2014	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/NMNM134775;#3H
07/09/2015	07/09/2015	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /2/
01/18/2018	01/18/2018	TRANSFER OF OPERATING RIGHTS	APPROVED/ACCEPTED	Action Remarks: DEVON ENE/CIMAREX E;1 Receipt Number: 4068813 Action Remarks: NMNM 138463;
01/25/2018	01/25/2018	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	
02/23/2018	02/23/2018	AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RCC
02/23/2018	02/23/2018	TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 02/01/18;
10/04/2018	10/04/2018	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/NMNM138463;#8H
07/03/2019	07/03/2019	PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Action Remarks: /3/

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105318752

Agreement Serial Number	Agreement Legacy Serial Number	Case Disposition	Product Name	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105307062	NMNM 134775	AUTHORIZED	COMMUNITIZATION AGREEMENT	01		01/13/2014	40.0000	25.000000
NMNM105677791	NMNM 138463	AUTHORIZED	COMMUNITIZATION AGREEMENT	01		01/25/2018	80.0000	50.000000
NMNM106321797		PENDING		01			80.0000	25.000000
NMNM106321799		PENDING		01			80.0000	25.000000
NMNM106362421		PENDING		01			160.0000	25.000000

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**

Revised August, 2024

ONLINE Version

**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0 25 - 53120

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

**WITNESSETH:**

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

**1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:**

Subdivisions W2/W2,

Sect(s) 25 & 36, T 23S, R 32E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the Oil and Gas

(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
13. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
14. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
15. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
16. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator Cimarex Energy Co. Lessees of Record Cimarex Energy Co. (V0-8303-1)

By Bradley Cantrell

Print name of person

Attorney-in-Fact

Type of authority

ConocoPhillips Company (NMLC 0063228)

Devon Energy Production Company, L.P. (NMNM 086154)

Signature

Attach additional page(s) if needed.

[\[Acknowledgments are on following page.\]](#)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_)

County of \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

State of \_\_\_\_\_ Texas \_\_\_\_\_)

County of \_\_\_\_\_ Midland \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_ Bradley Cantrell \_\_\_\_\_

Name(s) of Person(s)

as \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ of \_\_\_\_\_ Cimarex Energy Co. \_\_\_\_\_

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_



**Lease # and Lessee of Record:** NMLC 0063228 - ConocoPhillips Company **BY:**  
(Name and Title of Authorized Agent)  
(Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ DateBy  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date: \_\_\_\_\_ By: .  
\_\_\_\_\_  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**

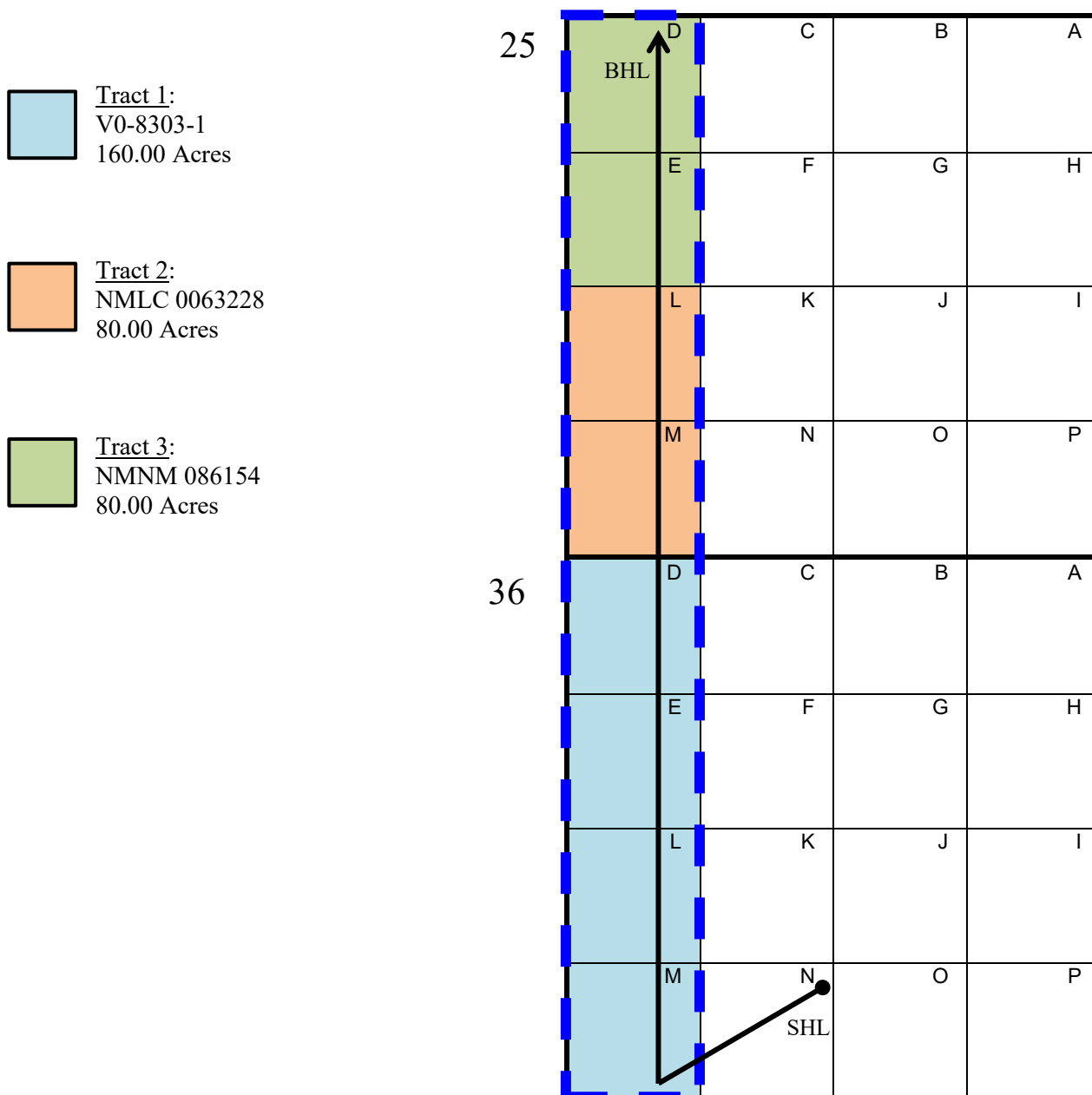
To Communitization Agreement dated \_\_\_\_\_ October 1st \_\_\_\_\_, 20\_\_24\_\_

Plat of communitized area covering the:

Subdivisions \_\_\_\_\_ W2/W2 \_\_\_\_\_,

of Sect(s). 25 & 36, T 23S, R 32E, NMPM, \_\_\_\_\_ Lea \_\_\_\_\_ County, NM.

Triste Draw 36-25 Federal Com 351H (API#: 30-025-53120)



**EXHIBIT B**

To Communitization Agreement dated October 1<sup>st</sup>, 2024, embracing the  
 Subdivisions W2/W2 of  
 Sect(s) 25 & 36, T 23S, R 32E, N.M.P.M., Lea County, NM

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

**DESCRIPTION OF LEASES COMMITTED****TRACT NO. 1**

Lease Serial No.: V0-8303-1

Lease Date: 07/01/2008

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Quantum Resources Management, LLC

Present Lessee: Cimarex Energy Co.

Description of Land Committed: Subdivisions W2/W2,

Sect(s) 36, Twp 23S, Rng 32E NMPM, Lea County, NM

Number of Acres: 160.00

Royalty Rate: 16.6667%

Name and Percent ORRI Owners\*:

Foundation Mineral Partners III LP

Weaver Royalty Partners LP

\*Subject to Title Verification

Name and Percent WIOwners: Cimarex Energy Co. (100%)

**TRACT NO. 2**

Lease Serial No.: NMLC 0063228  
 Lease Date: 05/30/1951  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Jewell E. Fields  
 Present Lessee: ConocoPhillips Company  
 Description of Land Committed: Subdivisions W2/SW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 80.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners: None  
 Name and Percent WI Owners: Magnum Hunter Production, Inc. (82.50%) & Cimarex Energy Co. (17.50%)

**TRACT NO. 3**

Lease Serial No.: NMNM 086154  
 Lease Date: 03/11/1991  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Santa Fe Energy Operating Partners, LP  
 Present Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Subdivisions W2/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 80.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners\*:  
 C. Mark Wheeler  
 Chisos Minerals, LLC  
 CrownRock Minerals, L.P.  
 Jared Partners, Ltd.  
 John Lawrence Thoma, Trustee of the Cornerstone Family Trust  
 Paul R. Barwis  
 \*Subject to Title Verification  
 Name and Percent WI Owners: Cimarex Energy Co. (100%)

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	<u>160.00</u>	<u>50.0000%</u>
Tract No. 2	<u>80.00</u>	<u>25.0000%</u>
Tract No. 3	<u>80.00</u>	<u>25.0000%</u>
Total:	<u>320.00</u>	<u>100.0000%</u>

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**

Revised August, 2024

ONLINE Version

**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0 25 - 53121

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

**WITNESSETH:**

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

**1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:**

Subdivisions E2/W2,

Sect(s) 25 & 36, T 23S, R 32E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the Oil and Gas

(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
13. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
14. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
15. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
16. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator Cimarex Energy Co. Lessees of Record Cimarex Energy Co. (V0-8303-1)

By Bradley Cantrell

Print name of person

Attorney-in-Fact

Type of authority

ConocoPhillips Company (NMLC 0063228)

Devon Energy Production Company, L.P. (NMNM 086154)

Signature

Attach additional page(s) if needed.

[\[Acknowledgments are on following page.\]](#)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_)

County of \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

State of \_\_\_\_\_ Texas \_\_\_\_\_)

County of \_\_\_\_\_ Midland \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_ Bradley Cantrell \_\_\_\_\_

Name(s) of Person(s)

as \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ of \_\_\_\_\_ Cimarex Energy Co. \_\_\_\_\_

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Lease # and Lessee of Record:** V0-8303-1 - Cimarex Energy Co. **BY:**  
Bradley Cantrell, Attorney-in-Fact **(Name and Title of Authorized Agent)**  
\_\_\_\_\_  
**(Signature of Authorized Agent)**

### Acknowledgment in an Individual Capacity

State of )  
County of )  
SS)

This instrument was acknowledged before me on \_\_\_\_\_ DateBy \_\_\_\_\_  
Name(s) of Person(s) \_\_\_\_\_

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

State of Texas )  
 )  
 ) SS)  
County of Midland )

This instrument was acknowledged before me on \_\_\_\_\_ Date: \_\_\_\_\_ By: .  
Bradley Cantrell, Attorney-in-Fact  
 Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Lease # and Lessee of Record:** NMLC 0063228 - ConocoPhillips Company **BY:**  
(Name and Title of Authorized Agent)  
(Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ DateBy  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date: \_\_\_\_\_ By: .  
\_\_\_\_\_  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**

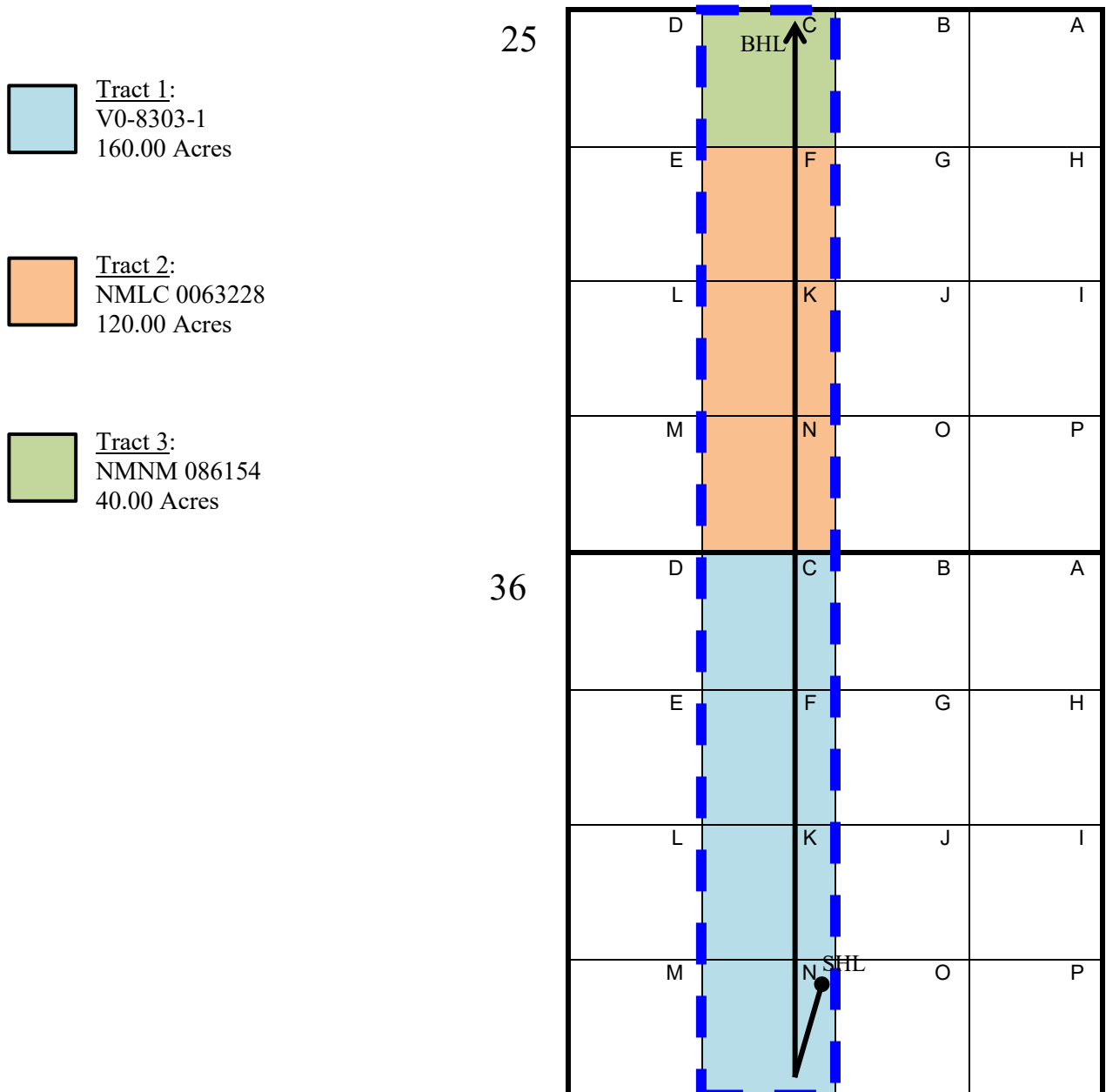
To Communitization Agreement dated \_\_\_\_\_ October 1st \_\_\_\_\_, 20\_\_24\_\_

Plat of communitized area covering the:

Subdivisions \_\_\_\_\_ E2/W2 \_\_\_\_\_,

of Sect(s). 25 & 36, T 23S, R 32E, NMPM, \_\_\_\_\_ Lea \_\_\_\_\_ County, NM.

Triste Draw 36-25 Federal Com 352H (API#: 30-025-53121)



**EXHIBIT B**

To Communitization Agreement dated October 1<sup>st</sup>, 2024, embracing the  
 Subdivisions E2/W2 of  
 Sect(s) 25 & 36, T 23S, R 32E, N.M.P.M., Lea County, NM

Operator of Communitized Area: Cimarex Energy Co.

**DESCRIPTION OF LEASES COMMITTED****TRACT NO. 1**

Lease Serial No.: V0-8303-1

Lease Date: 07/01/2008

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Quantum Resources Management, LLC

Present Lessee: Cimarex Energy Co.

Description of Land Committed: Subdivisions E2/W2,

Sect(s) 36, Twp 23S, Rng 32E NMPM, Lea County, NM

Number of Acres: 160.00

Royalty Rate: 16.6667%

Name and Percent ORRI Owners\*:

Foundation Mineral Partners III LP

Weaver Royalty Partners LP

\*Subject to Title Verification

Name and Percent WIOwners: Cimarex Energy Co. (100%)

**TRACT NO. 2**

Lease Serial No.: NMLC 0063228  
 Lease Date: 05/30/1951  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Jewell E. Fields  
 Present Lessee: ConocoPhillips Company  
 Description of Land Committed: Subdivisions E2/SW, SE/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 120.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners: None  
 Name and Percent WI Owners: Magnum Hunter Production, Inc. (82.50%) & Cimarex Energy Co. (17.50%)

**TRACT NO. 3**

Lease Serial No.: NMNM 086154  
 Lease Date: 03/11/1991  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Santa Fe Energy Operating Partners, LP  
 Present Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Subdivisions NE/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 40.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners\*:  
 C. Mark Wheeler  
 Chisos Minerals, LLC  
 CrownRock Minerals, L.P.  
 Jared Partners, Ltd.  
 John Lawrence Thoma, Trustee of the Cornerstone Family Trust  
 Paul R. Barwis  
 \*Subject to Title Verification  
 Name and Percent WI Owners: Cimarex Energy Co. (100%)

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	<u>160.00</u>	<u>50.0000%</u>
Tract No. 2	<u>120.00</u>	<u>37.5000%</u>
Tract No. 3	<u>40.00</u>	<u>12.5000%</u>
Total:	<u>320.00</u>	<u>100.0000%</u>

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**

Revised August, 2024

ONLINE Version

**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0 25 - 53122

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

**WITNESSETH:**

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

**1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:**

Subdivisions W2/W2,

Sect(s) 25 & 36, T 23S, R 32E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the Oil and Gas

(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

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12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
13. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
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15. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
16. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.
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18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator Cimarex Energy Co. Lessees of Record Cimarex Energy Co. (V0-8303-1)

By Bradley Cantrell

Print name of person

Attorney-in-Fact

Type of authority

ConocoPhillips Company (NMLC 0063228)

Devon Energy Production Company, L.P. (NMNM 086154)

Signature

Attach additional page(s) if needed.

[\[Acknowledgments are on following page.\]](#)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_)

County of \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

State of \_\_\_\_\_ Texas \_\_\_\_\_)

County of \_\_\_\_\_ Midland \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_ Bradley Cantrell \_\_\_\_\_

Name(s) of Person(s)

as \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ of \_\_\_\_\_ Cimarex Energy Co. \_\_\_\_\_

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

State of )  
 )  
 ) SS)  
County of )

DateBy

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

State of Texas )  
 )  
 ) SS)  
County of Midland )

Date:\_\_\_\_\_By: .

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Lease # and Lessee of Record:** NMLC 0063228 - ConocoPhillips Company **BY:**  
(Name and Title of Authorized Agent)  
(Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ DateBy  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date: \_\_\_\_\_ By: .  
\_\_\_\_\_  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

State of )  
 )  
 ) SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_  
 Name(s) of Person(s)

DateBy

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

State of )  
 )  
 ) SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Person(s)

Date:\_\_\_\_\_By: .

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**EXHIBIT A**

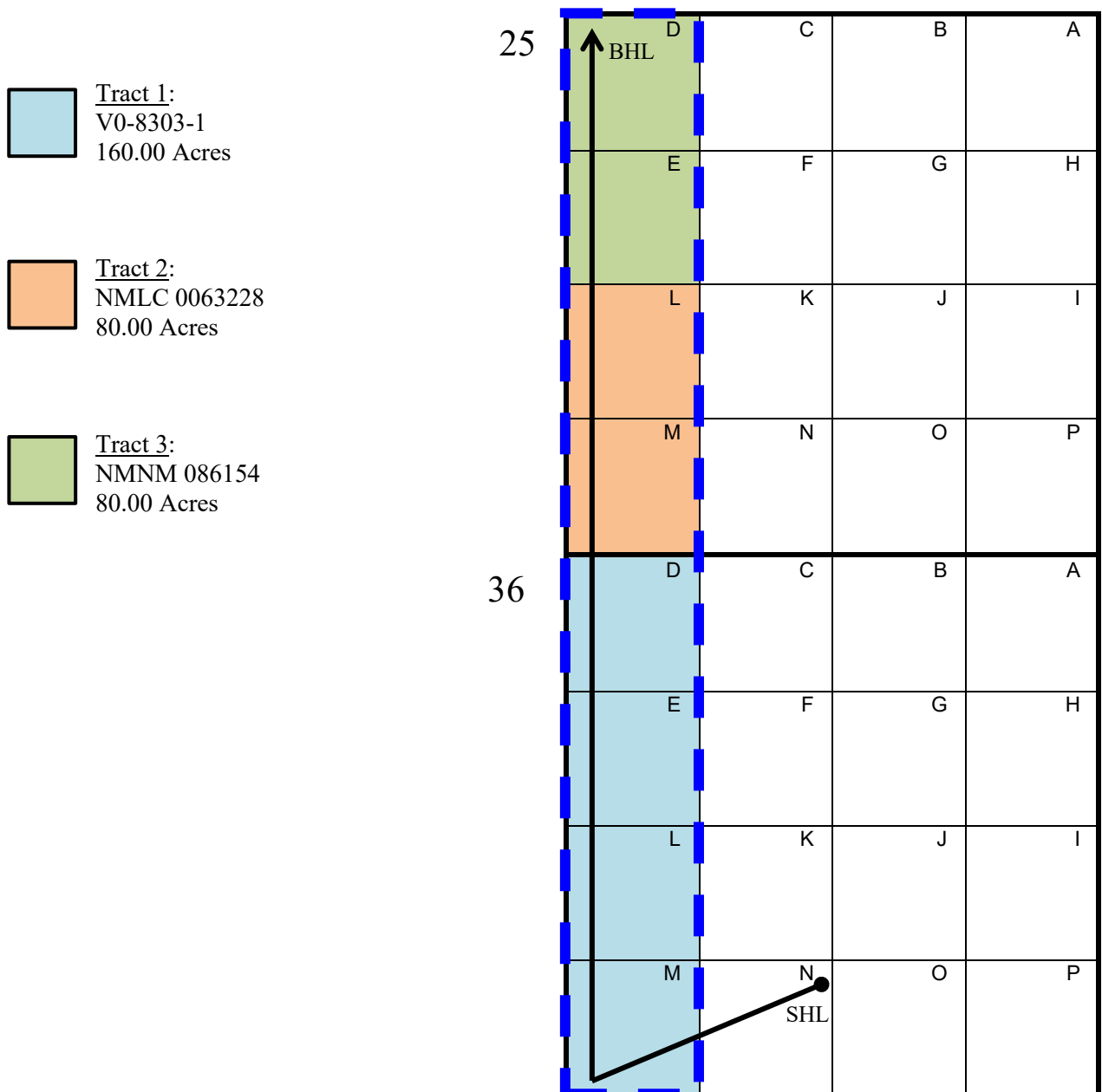
To Communitization Agreement dated \_\_\_\_\_ October 1st \_\_\_\_\_, 20\_\_24\_\_

Plat of communitized area covering the:

Subdivisions \_\_\_\_\_ W2/W2 \_\_\_\_\_,

of Sect(s). 25 & 36, T 23S, R 32E, NMPM, \_\_\_\_\_ Lea \_\_\_\_\_ County, NM.

Triste Draw 36-25 Federal Com 401H (API#: 30-025-53122)



**EXHIBIT B**

To Communitization Agreement dated October 1<sup>st</sup>, 2024, embracing the  
 Subdivisions W2/W2 of  
 Sect(s) 25 & 36, T 23S, R 32E, N.M.P.M., Lea County, NM

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

**DESCRIPTION OF LEASES COMMITTED****TRACT NO. 1**

Lease Serial No.: V0-8303-1

Lease Date: 07/01/2008

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Quantum Resources Management, LLC

Present Lessee: Cimarex Energy Co.

Description of Land Committed: Subdivisions W2/W2,

Sect(s) 36, Twp 23S, Rng 32E NMPM, Lea County, NM

Number of Acres: 160.00

Royalty Rate: 16.6667%

Name and Percent ORRI Owners\*:

Foundation Mineral Partners III LP

Weaver Royalty Partners LP

\*Subject to Title Verification

Name and Percent WIOwners: Cimarex Energy Co. (100%)

**TRACT NO. 2**

Lease Serial No.: NMLC 0063228  
 Lease Date: 05/30/1951  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Jewell E. Fields  
 Present Lessee: ConocoPhillips Company  
 Description of Land Committed: Subdivisions W2/SW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 80.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners: None  
 Name and Percent WI Owners: Magnum Hunter Production, Inc. (82.50%) & Cimarex Energy Co. (17.50%)

**TRACT NO. 3**

Lease Serial No.: NMNM 086154  
 Lease Date: 03/11/1991  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Santa Fe Energy Operating Partners, LP  
 Present Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Subdivisions W2/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 80.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners\*:  
 C. Mark Wheeler  
 Chisos Minerals, LLC  
 CrownRock Minerals, L.P.  
 Jared Partners, Ltd.  
 John Lawrence Thoma, Trustee of the Cornerstone Family Trust  
 Paul R. Barwis  
 \*Subject to Title Verification  
 Name and Percent WI Owners: Cimarex Energy Co. (100%)

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	<u>160.00</u>	<u>50.0000%</u>
Tract No. 2	<u>80.00</u>	<u>25.0000%</u>
Tract No. 3	<u>80.00</u>	<u>25.0000%</u>
Total:	<u>320.00</u>	<u>100.0000%</u>

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**

Revised August, 2024

ONLINE Version

**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0 25 - 53123

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

**WITNESSETH:**

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

**1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:**

Subdivisions E2/W2,

Sect(s) 25 & 36, T 23S, R 32E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the Oil and Gas

(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
13. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
14. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
15. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
16. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator Cimarex Energy Co. Lessees of Record Cimarex Energy Co. (V0-8303-1)

By Bradley Cantrell

Print name of person

Attorney-in-Fact

Type of authority

ConocoPhillips Company (NMLC 0063228)

Devon Energy Production Company, L.P. (NMNM 086154)

Signature

Attach additional page(s) if needed.

[\[Acknowledgments are on following page.\]](#)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_)

County of \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

State of \_\_\_\_\_ Texas \_\_\_\_\_)

County of \_\_\_\_\_ Midland \_\_\_\_\_) <sup>SS</sup>)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_ Bradley Cantrell \_\_\_\_\_

Name(s) of Person(s)

as \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ of \_\_\_\_\_ Cimarex Energy Co. \_\_\_\_\_

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent)

State of )  
 )  
 ) SS)  
County of )

DateBy

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

State of Texas )  
 )  
 ) SS)  
County of Midland )

This instrument was acknowledged before me on

Bradley Cantrell, Attorney-in-Fact

Name(s) of Person(s)

Date:\_\_\_\_\_By: .

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Lease # and Lessee of Record:** NMLC 0063228 - ConocoPhillips Company **BY:**  
(Name and Title of Authorized Agent)  
(Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ DateBy  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

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**Acknowledgment in an Representative Capacity**

State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date: \_\_\_\_\_ By: .  
\_\_\_\_\_  
Name(s) of Person(s)

(Seal)

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Signature of Notarial Officer

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Authorized Agent)

\_\_\_\_\_  
(Signature of Authorized Agent)

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State of )  
County of )  
SS)

This instrument was acknowledged before me on

Name(s) of Person(s)

DateBy

(Seal)

Signature of Notarial Officer

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County of )

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Name(s) of Person(s)

Date:\_\_\_\_\_By: .

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**EXHIBIT A**

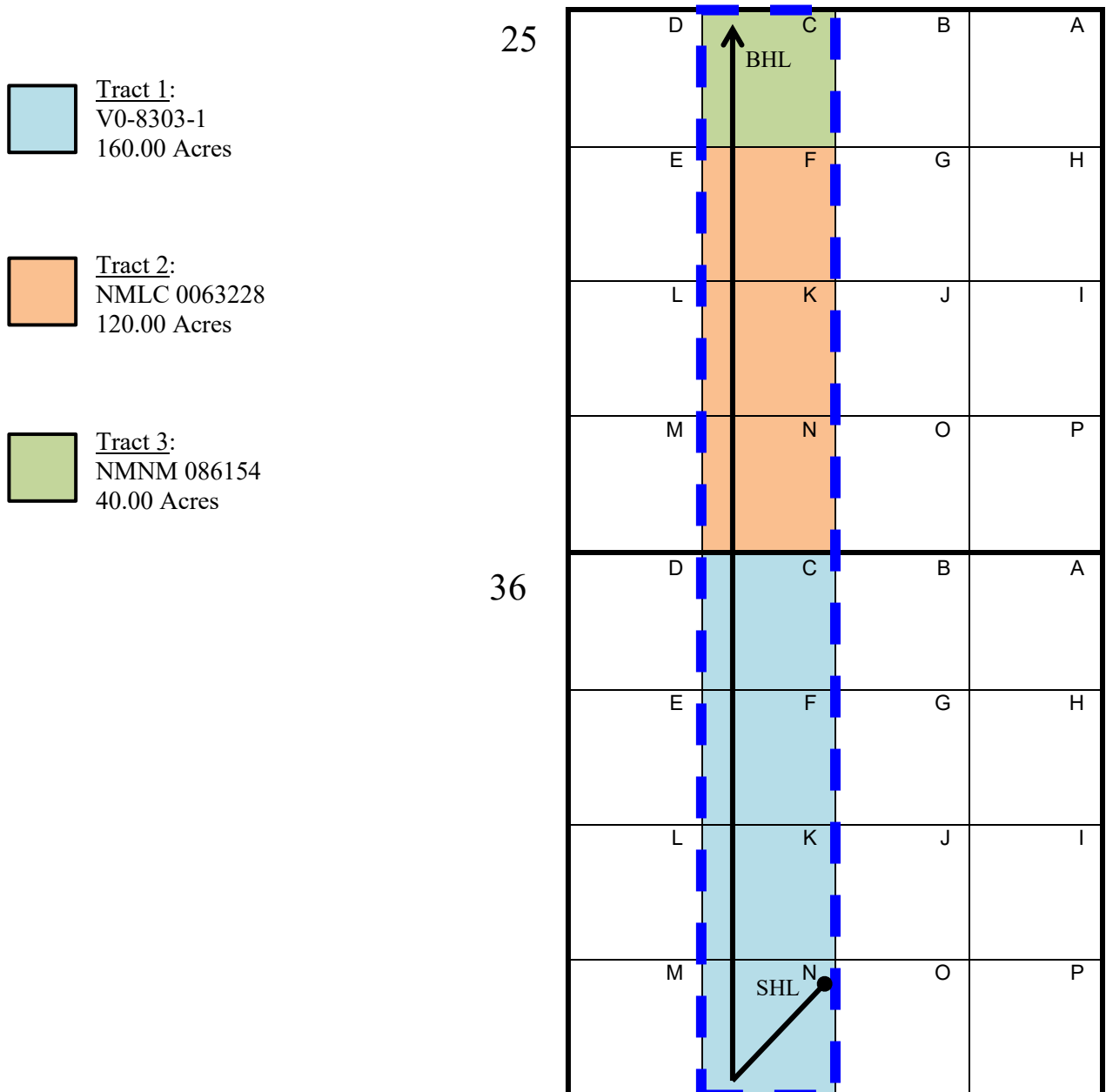
To Communitization Agreement dated \_\_\_\_\_ October 1st \_\_\_\_\_, 20\_\_24\_\_

Plat of communitized area covering the:

Subdivisions \_\_\_\_\_ E2/W2 \_\_\_\_\_,

of Sect(s). 25 & 36, T 23S, R 32E, NMPM, \_\_\_\_\_ Lea \_\_\_\_\_ County, NM.

Triste Draw 36-25 Federal Com 402H (API#: 30-025-53123)



**EXHIBIT B**

To Communitization Agreement dated October 1<sup>st</sup>, 2024, embracing the  
 Subdivisions E2/W2 of  
 Sect(s) 25 & 36, T 23S, R 32E, N.M.P.M., Lea County, NM

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

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Present Lessee: Cimarex Energy Co.

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Sect(s) 36, Twp 23S, Rng 32E NMPM, Lea County, NM

Number of Acres: 160.00

Royalty Rate: 16.6667%

Name and Percent ORRI Owners\*:

Foundation Mineral Partners III LP

Weaver Royalty Partners LP

\*Subject to Title Verification

Name and Percent WIOwners: Cimarex Energy Co. (100%)

**TRACT NO. 2**

Lease Serial No.: NMLC 0063228  
 Lease Date: 05/30/1951  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Jewell E. Fields  
 Present Lessee: ConocoPhillips Company  
 Description of Land Committed: Subdivisions E2/SW, SE/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 120.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners: None  
 Name and Percent WI Owners: Magnum Hunter Production, Inc. (82.50%) & Cimarex Energy Co. (17.50%)

**TRACT NO. 3**

Lease Serial No.: NMNM 086154  
 Lease Date: 03/11/1991  
 Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Santa Fe Energy Operating Partners, LP  
 Present Lessee: Devon Energy Production Company, L.P.  
 Description of Land Committed: Subdivisions NE/NW,  
 Sect(s) 25, Twp 23S, Rng 32E, NMPM, Lea County, NM  
 Number of Acres: 40.00  
 Royalty Rate: 12.50%  
 Name and Percent ORRI Owners\*:  
 C. Mark Wheeler  
 Chisos Minerals, LLC  
 CrownRock Minerals, L.P.  
 Jared Partners, Ltd.  
 John Lawrence Thoma, Trustee of the Cornerstone Family Trust  
 Paul R. Barwis  
 \*Subject to Title Verification  
 Name and Percent WI Owners: Cimarex Energy Co. (100%)

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No. 1	<u>160.00</u>	<u>50.0000%</u>
Tract No. 2	<u>120.00</u>	<u>37.5000%</u>
Tract No. 3	<u>40.00</u>	<u>12.5000%</u>
Total:	<u>320.00</u>	<u>100.0000%</u>

OPERATOR/WORKING INTEREST OWNER:  
**CIMAREX ENERGY CO.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

WORKING INTEREST OWNER:  
**MAGNUM HUNTER PRODUCTION, INC.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: (Signature) \_\_\_\_\_

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
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on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

## PUN Lease

### Search Pun Lease Information

Enter PUN:

☒ Active ☐ De-Active

Lease Prefix:  Lease Sequence:

5 Active Leases were found.

[Export Grid To Excel \(click here\)](#)

Pun	Royalty Rate	Lease Information	Property Name
1322023	0.16667	V0-8303	TRISTE DRAW 36 STATE
1408014	0.16667	V0-8303	TRISTE DRAW 36 25 FEDERAL COM
1408259	0.16667	V0-8303	TRISTE DRAW 36 25 FEDERAL COM
1409065	0.16667	V0-8303	TRISTE DRAW 36 25 FEDERAL COM
1409071	0.16667	V0-8303	TRISTE DRAW 36 25 FEDERAL COM

# Exhibit 5

Well Name	P2 Property Number	API No.
TRISTE DRAW 36-25 FED COM 351H	411666971	30025531200000
TRISTE DRAW 36-25 FED COM 352H	411666973	30025531210000
TRISTE DRAW 36-25 FED COM 401H	411666975	30025531220000
TRISTE DRAW 36-25 FED COM 402H	411666977	30025531230000

file_name	name_line1	full_addr	city	state	zip
TRISTE DRAW 36-25 FED COM 351H	COTERRA ENERGY OPERATING CO.	PO BOX 4544	HOUSTON	TX	77210-4544
TRISTE DRAW 36-25 FED COM 351H	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77210-4544
TRISTE DRAW 36-25 FED COM 351H	C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78680
TRISTE DRAW 36-25 FED COM 351H	CHISOS MINERAL LLC	PO BOX 470788	FORT WORTH	TX	76147
TRISTE DRAW 36-25 FED COM 351H	CORNERSTONE FAMILY TRUST	JOHN KYLE THOMAS TTEE PO BOX 558	PEYTON	CO	80831
TRISTE DRAW 36-25 FED COM 351H	CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	TX	79710
TRISTE DRAW 36-25 FED COM 351H	FOUNDATION MINERAL PARTNERS III LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 351H	JAREED PARTNERS LTD	PO BOX 51451	MIDLAND	TX	79710-1451
TRISTE DRAW 36-25 FED COM 351H	ONRR-PAYOR ID 72254 FED	OFFICE OF NATURAL RESOURCES REVENUE PO BOX 25627	DENVER	CO	80225-0627
TRISTE DRAW 36-25 FED COM 351H	PAUL R BARWIS	C/O DUTTON HARRIS & CO PO BOX 230	MIDLAND	TX	79702
TRISTE DRAW 36-25 FED COM 351H	STATE OF NEW MEXICO	TAXATION & REVENUE DEPARTMENT P O BOX 2308	SANTA FE	NM	87504-2308
TRISTE DRAW 36-25 FED COM 351H	WEAVER ROYALTY PARTNERS LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 352H	COTERRA ENERGY OPERATING CO.	PO BOX 4544	HOUSTON	TX	77210-4544
TRISTE DRAW 36-25 FED COM 352H	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77210-4544
TRISTE DRAW 36-25 FED COM 352H	C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78680
TRISTE DRAW 36-25 FED COM 352H	CHISOS MINERAL LLC	PO BOX 470788	FORT WORTH	TX	76147
TRISTE DRAW 36-25 FED COM 352H	CORNERSTONE FAMILY TRUST	JOHN KYLE THOMAS TTEE PO BOX 558	PEYTON	CO	80831
TRISTE DRAW 36-25 FED COM 352H	CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	TX	79710
TRISTE DRAW 36-25 FED COM 352H	FOUNDATION MINERAL PARTNERS III LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 352H	JAREED PARTNERS LTD	PO BOX 51451	MIDLAND	TX	79710-1451
TRISTE DRAW 36-25 FED COM 352H	ONRR-PAYOR ID 72254 FED	OFFICE OF NATURAL RESOURCES REVENUE PO BOX 25627	DENVER	CO	80225-0627
TRISTE DRAW 36-25 FED COM 352H	PAUL R BARWIS	C/O DUTTON HARRIS & CO PO BOX 230	MIDLAND	TX	79702
TRISTE DRAW 36-25 FED COM 352H	STATE OF NEW MEXICO	TAXATION & REVENUE DEPARTMENT P O BOX 2308	SANTA FE	NM	87504-2308
TRISTE DRAW 36-25 FED COM 352H	WEAVER ROYALTY PARTNERS LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 401H	COTERRA ENERGY OPERATING CO.	PO BOX 4544	HOUSTON	TX	77210-4544
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TRISTE DRAW 36-25 FED COM 401H	WEAVER ROYALTY PARTNERS LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 402H	COTERRA ENERGY OPERATING CO.	PO BOX 4544	HOUSTON	TX	77210-4544
TRISTE DRAW 36-25 FED COM 402H	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77210-4544
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TRISTE DRAW 36-25 FED COM 402H	WEAVER ROYALTY PARTNERS LP	8226 DOUGLAS AVE STE 655	DALLAS	TX	75225-5946
TRISTE DRAW 36-25 FED COM 402H	BUREAU OF LAND MANAGEMENT	301 DINOSAUR TRAIL	SANTA FE	NM	87508
TRISTE DRAW 36-25 FED COM 402H	COMMISSIONER OF PUBLIC LANDS ATTN COMMINGLING MANAGER	PO BOX 1148	SANTA FE	NM	87504-1148

**BEATTY & WOZNIAK, P.C.**

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

OFFICE LOCATIONS

COLORADO

NEW MEXICO

WYOMING

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

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

October 14, 2025

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL AFFECTED PARTIES**

**Re: Application of Coterra Energy Operating Co. ("Coterra") for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Ladies and Gentlemen:

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

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

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

Coterra may add additional production from the Triste Draw; Bone Spring Pools [96603]; and the WC-025 G-09 S223332A; UPR Wolfcamp Pools [98177] from Federal Lease numbers NMNM 086154 and NMLC 063228, and State Lease Number V0-8303-1 and the CA's listed in the application.

BEATTY & WOZNIAK, P.C.

Energy in the Law®

**BEATTY & WOZNIAK, P.C.**

October 14, 2025  
Page 2

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

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

Very truly yours,

BEATTY & WOZNIAK, P.C.

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

Miguel Suazo

Jacob L. Everhart

*Attorney(s) for Coterra Energy Operating Co.*

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STATE OF NEW MEXICO  
TAXATION & REVENUE  
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PARTNERS III LP  
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DALLAS, TX 75225-5946

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COMMISSIONER OF PUBLIC LANDS  
ATTN: COMMINGLING MANAGER  
PO BOX 1148  
SANTA FE, NM 87504-1148

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PAUL R BARWIS  
C/O DUTTON HARRIS & CO  
PO BOX 230  
MIDLAND, TX 79702

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JAREED PARTNERS LTD  
PO BOX 51451  
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CMB: 1522

Stephanie Garcia Richard  
COMMISSIONER

*State of New Mexico*  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S  
OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

Coterra Energy Operating Co  
ATTN: Phillip G. Levasseur  
6001 Deauville Blvd 300N  
Midland, TX, 79706

October 29, 2025

Re: Application to Surface Commingle (Pool & Lease) and Off-Lease Measurement  
Approved Wells:  
Triste Draw 36 25 Federal Com #351H and Others (ALL WELLS ARE ON ATTACHED LIST)  
POOLS: [96603] Triste Draw; Bone Spring  
[98177] WC-025 G-09 S223332A; UPR Wolfcamp

Lea County, New Mexico

Dear Mr. Levasseur,

We have received your \$150 application fee and request for surface commingling for the above-captioned wells.

Since it appears that all the rules and regulations for the New Mexico Oil Conservation Division and the State Land Office have been complied with and there will be no loss of revenue to the State of New Mexico as a result of your proposed operation, your request is hereby approved under the following conditions.

Our approval

- is subject to approval from all relevant agencies,
- does not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

If you have any questions or if we may be of further assistance, please contact Hailee Thompson at 505.476.4652 or hthompson@nmslo.gov

Respectfully,

A blue ink signature of Gregory B. Bloom, written in a cursive style.

Gregory B. Bloom  
Assistant Commissioner – Oil, Gas, and Minerals

GB/hat

cc: OCD-Mr. Dean McClure  
OGMD and Units Reader Files



Stephanie Garcia Richard  
COMMISSIONER

*State of New Mexico*  
*Commissioner of Public Lands*

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S  
OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

Applicant Coterra Energy Operating Co

Commingle Name Triste Draw 36 25 Federal Com #351H & Others Allocation Method Individual Meters

Application Number 1522

Approval Date 10/29/2025

Approved Wells	Well Number	API State	API County	API ID	Pool Code	Pool Name
Triste Draw 36 25 Federal Com #351H	352H	30	25	53120	96603	Triste Draw; Bone Spring
Triste Draw 36 25 Federal Com #351H	401H	30	25	53121	96603	Triste Draw; Bone Spring
Triste Draw 36 25 Federal Com #351H	402H	30	25	53122	98177	WC-025 G-09 S223332A; UPR Wolfcamp
Triste Draw 36 25 Federal Com #351H		30	25	53123	98177	WC-025 G-09 S223332A; UPR Wolfcamp

CMG:1522

Approved 10/29/25  
HAT

**NEW MEXICO  
STATE  
LAND OFFICE**

**APPLICATION FOR  
COMMINGLING AND OFF-LEASE STORAGE  
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

**Applicant:** Coterra Energy Operating Co. **OGRID #:** 215099  
**Well Name:** Triste Draw CTB: Various wells **API #:** Various  
**Pool:** Triste Draw; Bone Spring [96603]; WC-025 G-09 S223332A; UPR Wolfcamp [98177]

**OPERATOR NAME:** Coterra Energy Operating Co.

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

**APPLICATION REQUIREMENTS – SUBMIT:**

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

**CERTIFICATION:** To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Phillip G. Levasseur

Print or Type Name

Signature

10/14/2025

Date

(432) 620 - 1642

Phone Number

phillip.levasseur@coterra.com

e-mail Address

**Submit application to:**  
 Commissioner of Public Lands  
 Attn: Commingling Manager  
 PO Box 1148  
 Santa Fe, NM 87504-1148

Questions?  
 Contact the Commingling Manager:  
 505.827.6628

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

Rev. 2017\_10\_25

\$150.00

H0047 Fees

✱

1 0012 10/17/2025

10/14/2025

**State of New Mexico**  
**Energy, Minerals and Natural Resources Department**  
**Oil Conservation Division**

**Receipt of Fee Application Payment**



**PO Number: 2GS3I-251014-C-107B**

Payment Date: 10/14/2025 11:05:53 AM

Payment Amount: \$150.00

Payment Type: Credit Card

Application Type: Application for administrative approval of a surface commingle or off-lease measurement

Fee Amount: \$150.00

Application Status: Under OCD Review

OGRID: 215099

First Name: Jacob

Last Name: Everhart

Email: jeverhart@bwenergyllaw.com

**IMPORTANT:** If you are mailing or delivering your application, you must print and include your receipt of payment as the first page on your application. All mailed and delivered applications must be sent to the following address: 1220 S. St. Francis Dr., Santa Fe, NM 87505. For inquiries, reference the PO Number listed above.

Oil Conservation Division \* 1220 South St. Francis Drive \* Santa Fe, New Mexico 87505  
(505) 476-3441 \* ocd.fees@state.nm.us \* www.emnrd.nm.gov/OCD

Revised March 23, 2017

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**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505

**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND  
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

**Applicant:** Coterra Energy Operating Co.**OGRID Number:** 215099**Well Name:** Triste Draw; Various Wells**API:** 30-025-Variou**Pool:** Triste Draw; Bone Spring; WC-025 G-09 S223332A; UPR Wolfcamp**Pool Code:** 96603; 98177

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION  
 INDICATED BELOW**

**1) TYPE OF APPLICATION:** Check those which apply for [A]

A. Location - Spacing Unit - Simultaneous Dedication

☐ NSL☐ NSP (PROJECT AREA)☐ NSP (PRORATION UNIT)☐ SD

B. Check one only for [I] or [II]

[I] Commingling - Storage - Measurement

☐ DHC☐ CTB☒ PLC☐ PC☐ OLS☒ OLM

[II] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery

☐ WFX☐ PMX☐ SWD☐ IPI☐ EOR☐ PPR**2) NOTIFICATION REQUIRED TO:** Check those which apply.A. ☐ Offset operators or lease holdersB. ☒ Royalty, overriding royalty owners, revenue ownersC. ☐ Application requires published noticeD. ☒ Notification and/or concurrent approval by SLOE. ☒ Notification and/or concurrent approval by BLMF. ☐ Surface ownerG. ☐ For all of the above, proof of notification or publication is attached, and/or,H. ☐ No notice required**FOR OCD ONLY**☐ Notice Complete☐ Application  
Content  
Complete

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

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

Phillip G. Levasseur

Print or Type Name

*Phillip G. Levasseur*  
 Signature

Date

09/30/2025

(432) 620 - 1642

Phone Number

phillip.levasseur@coterra.com

e-mail Address

**BEATTY & WOZNIAK, P.C.**

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

## OFFICE LOCATIONS

COLORADO

NEW MEXICO

WYOMING

MIGUEL SUAZO  
 ALSO ADMITTED IN TX, CO

505-946-2090  
 MSUAZO@BWENERGYLAW.COM

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

505-999-0401  
 JEVERHART@BWENERGYLAW.COM

October 14, 2025

**VIA ONLINE FILING**

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

Attention: Sarah Clelland

**Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Dear Mr. Chang:

Coterra Energy Operating Co. (OGRID No. 215099) ("Coterra"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Triste Draw 36-25 Central Tank Battery ("CTB")** *insofar as all existing and future wells drilled in the following spacing units:*

- (1) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):
  - a. **Triste Draw 36-25 Federal Com 351H** (API No. 30-025-53120)
    - i. Pool: Triste Draw; Bone Spring [96603]
    - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)

**BEATTY & WOZNIAK, P.C.**

October 14, 2025  
Page 2

- (2) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):

- a. **Triste Draw 36-25 Federal Com 352H** (API No. 30-025-53121)
- i. Pool: Triste Draw; Bone Spring [96603]
  - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)

- (3) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):

- a. **Triste Draw 36-25 Federal Com 401H** (API No. 30-025-53122)
- i. Pool: WC-025 G-09 S223332A; UPR Wolfcamp [98177]
  - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)

- 4 The 320-acre spacing unit comprised of the E/2 W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMNM Lea County, NM, currently dedicated to the following well(s):

- a. **Triste Draw 36-25 Federal Com 402H** (API No. 30-025-53123)
- i. Pool: WC-025 G-09 S223332A; UPR Wolfcamp [98177]
  - ii. Lease No.: NMLC063228, NMNM086154 (Fed)  
V0-8301-1 (State)

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

- (6) Pursuant to 19.2.100.53.C.(5), commingling from the associated pool and leases (State Lease No. VC-619-0, State CA No. 205216) will not adversely impact royalties due to the State of New Mexico, nor will any loss accrue to the state as a result of the proposed operation.

Oil and gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Central Tank Battery** located in the E ½ SW ¼ of Section 36. Production from the wellbores will flow into a wellhead test separator, which will separate oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using coriolis meters that meet all industry standards.

August 8, 2025  
Page 3

**Exhibit 1** is a land plat showing Coterra's current development plan, flow lines, well pads, the CTB in the subject area, and common gathering line(s). The plat also identifies the wellbores and lease/spacing unit boundaries. A lease table is also included.

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

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

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

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

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

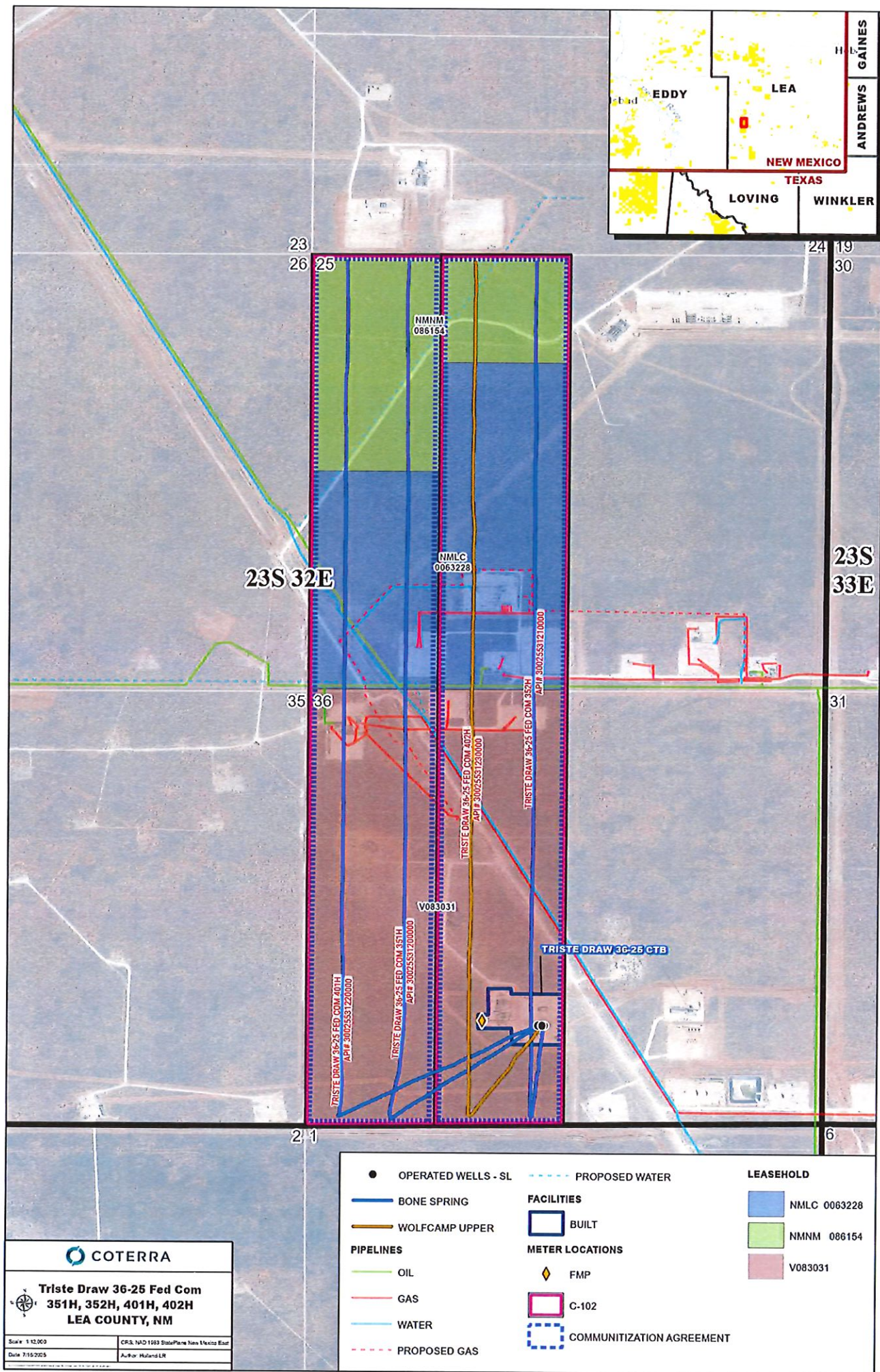
Very truly yours,

BEATTY & WOZNIAK, P.C.



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

# Exhibit 1



# Exhibit 2

COTERRA

Application for Commingling and Allocation Approval

Exhibit 1

Lease Table

Triste Draw 36-25 Federal Com

Sections 36 & 25, Township 23 South, Range 32 East

Well Name	Well Number	API	Field; Formation	Comm Agreement	Comm Agreement Status	Interest Type	Lease(s)	Royalty Rate	Acres Committed in CA	% of Interest in Communitized Area	Product(s) Commingled
Triste Draw 36-25 Federal Com	351H	30-025-53120	[96603] Triste Draw; Bone Spring	W/2 W/2 SEC. 25 & 36-23S-32E	Federal CA - Pending Signatures	Federal	NMLC 063228 NMNM 086154	1/8 1/8	40.00 40.00	25.0% 25.0%	Oil, Gas, Water
Triste Draw 36-25 Federal Com	352H	30-025-53121	[96603] Triste Draw; Bone Spring	E/2 W/2 SEC. 25 & 36-23S-32E	State CA - Approved (No. 205155) Federal CA - Pending Signatures	State Federal	VO-8303-1 NMLC 063228 NMNM 086154	1/6 1/8 1/8	80.00 60.00 20.00	50.0% 37.5% 12.5%	Oil, Gas, Water
Triste Draw 36-25 Federal Com	401H	30-025-53122	[98177] WC-025 G-09 S223332A; UPR WOLFCAAMP	W/2 W/2 SEC. 25 & 36-23S-32E	State CA - Approved (No. 205137) Federal CA - Pending Signatures	State Federal	VO-8303-1 NMLC 063228 NMNM 086154	1/6 1/8 1/8	80.00 40.00 40.00	50.0% 25.0% 25.0%	Oil, Gas, Water
Triste Draw 36-25 Federal Com	402H	30-025-53123	[98177] WC-025 G-09 S223332A; UPR WOLFCAAMP	E/2 W/2 SEC. 25 & 36-23S-32E	State CA - Approved (No. 205156) Federal CA - Pending Signatures	State Federal	NMLC 063228 NMNM 086154 VO-8303-1	1/8 1/8 1/6	60.00 20.00 80.00	37.5% 12.5% 50.0%	Oil, Gas, Water

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

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

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

### OIL CONSERVATION DIVISION

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

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

#### APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Coterra Energy Operating Co.  
OPERATOR ADDRESS: 6001 Deauville Blvd 300N Midland, TX 79706  
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ Yes ☐ No

#### (A) POOL COMMINGLING

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
Triste Draw: Bone Spring (96603)	42.7 deg	44.03 deg and 1408 btu/cf	\$63.63/bbl (Q2 average price)	1133 bbl/d
Triste Draw: Bone Spring (96603)	1391 btu/cf			3051 mcf/day
WC-025 G-09 S223332A, UPR Wolfcamp (98177)	45.09 deg			1438 bbl/d
WC-025 G-09 S223332A, UPR Wolfcamp (98177)	1421 btu/cf			4095 mcf/d

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.  
(4) Measurement type: ☒ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

#### (B) LEASE COMMINGLING

Please attach sheets with the following information

- (1) Pool Name and Code.  
(2) Is all production from same source of supply? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☒ Metering ☐ Other (Specify)

#### (C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

#### (D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☒ No  
(2) Include proof of notice to all interest owners.

#### (E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Phillip G. Levasseur TITLE: Regulatory Compliance Manager

DATE: 09/30/2025

TYPE OR PRINT NAME: Phillip G. Levasseur

TELEPHONE NO.: (432) 620-1642

E-MAIL ADDRESS: Phillip G. Levasseur



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

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

#### BLM Sundry Procedure Description

Cimarex Energy Co. respectfully requests approval to surface commingle oil, gas, and water production according to 43 CFR 3173.14 (a)(1)(iii) at the Triste Draw 36-25 Federal Com Central Tank Battery ("CTB").

The Commingling and Allocation Approval (CAA) will not negatively affect the royalty revenue of the federal government.

Cimarex will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The non-FMP allocation meters will meet the relevant regulation and standards as outlined below.

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

Oil & gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Federal Com CTB**, which is located on New Mexico State Land Office surface located in the E ½ SW ¼ of Section 36. The FMP is located off-lease at the CTB and is identified on Exhibit 5, Lease Map; off-lease measurement ("OLM") is necessary to reduce surface disturbance by using Coterra's approved facility infrastructure. Each well is equipped with a three-phase separator and metered off-lease before production is transferred to the CTB and commingled prior to the FMP. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using Coriolis meters that meet the provisions under 43 CFR 3174.9 and 3174.10. Please see Exhibit 6, Production Flow Diagram, for the enclosed facility diagram.

The Triste Draw 36-25 Federal Com CTB requires no additional surface disturbance.

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

#### Attachments:

Exhibit 1 – Lease Table

Exhibit 2 – MASS Serial Register Page

Exhibit 3 – Allocation Methodology Example

Exhibit 4 – Allocation Methodology Example Details

Exhibit 5 – Lease Map

Exhibit 6 – PFD

NMOCD Approval – ***Will request like approval.***

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Triste Draw 36-25 Federal Com Battery  
Commingle Details – Oil – Gas – Water  
Prorated Allocation  
Oil Allocation Details – Exhibit 4

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

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



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### Triste Draw 36-25 Federal Com Central Tank Battery

#### Allocation Details – Oil – Gas – Water

#### Prorated Allocation

#### Gas Allocation Details – Exhibit 4

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

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

#### Allocation process:

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



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Triste Draw 36-25 Federal Com Battery  
Commingle Details – Oil – Gas – Water  
Prorated Allocation  
Water Allocation Details – Exhibit 4

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

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

NAME: TRISTE DRAW 36-25 Central Tank Battery

Well Name:

TRISTE DRAW 36-25 FEDERAL COM 351H  
TRISTE DRAW 36-25 FEDERAL COM 352H  
TRISTE DRAW 36-25 FEDERAL COM 401H  
TRISTE DRAW 36-25 FEDERAL COM 402H

Number:

351H  
352H  
401H  
402H

COTERRA										TRISTE DRAW 36-25 Central Tank Battery										Allocation Methodology Example										Exhibit 3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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COTERRA		TRISTE DRAW 36-25 Central Tank Battery				
Allocated Oil Volumes for OGOR		Allocation Methodology Example				Exhibit 3
Meter ID		Unique ID number				
CM		Measures the oil from the separator on each individual well. Used as a basis for prorating CTB Allocated Production.				
CTB		Group of wells producing into the same FMP				
FMP		BLM approved point of royalty measurement				
Theoretical %		Allocation % calculated by CM volume for each well/total CM volume for all wells				
Well Allocated Production		Ending Inventory + Well Allocated Oil Sales - Beginning Inventory				
Well Allocated Oil Sales		Theoretical % * CTB Oil Sales				
Beginning Inventory		Ending Inventory from previous accounting month				
Ending Inventory		Theoretical % * CTB Ending Inventory				
CTB Beginning Inventory		CTB Ending Inventory from previous accounting month				
CTB Ending Inventory		CTB Oil Inventory on hand at accounting month closing				
CTB Oil Sales (FMP)		CTB Oil Sales, meter that measures the oil volume that leaves the CTB - FMP				
CTB Oil Production		CTB Ending Inventory + CTB Oil Sales - CTB Beginning Inventory				
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.						
Well Name	Meter ID	Oil Meter	Theoretical %	Well Allocated Production	Well Allocated Oil Sales	Beginning Tank Inventory
TRISTE DRAW 36-25 FEDERAL COM 351H	351HXXXXXP	800	0.30	745.61	885.61	220
TRISTE DRAW 36-25 FEDERAL COM 352H	352HXXXXXP	760	0.28	741.33	841.33	140
TRISTE DRAW 36-25 FEDERAL COM 401H	401HXXXXXP	560	0.21	519.93	619.93	150
TRISTE DRAW 36-25 FEDERAL COM 402H	402HXXXXXP	590	0.22	593.14	653.14	110
Well(s) Total		2710	1.00	2600	3000	620
SUMMARY						
CTB Beginning Inventory	620	2710				
CTB Ending Inventory	220	1.00				
CTB Oil Sales	3000	2600				
CTB Oil Production	2600					
Oil Meter: sum of all individual well meters for the commingled facility.						
Theoretical %: individual wells percentage of total production for the month this is the basis for allocation (calculated number)						
Well Allocated Production: sum of Ending Inventory plus Well Allocated Oil Sales less Beginning Inventory						
Ending Inventory: sum of Beginning Inventory plus Well Allocated Production less Well Allocated Oil Sales						
Well Allocated Oil Sales: Total Sales from the month						
Beginning Inventory: Ending Inventory from previous accounting month						
Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.						
	3000					

COTERRA		TRISTE DRAW 36-25 Central Tank Battery						
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.								
Well Name	Meter ID	Water Meter	Theoretical %	Well Allocated Production	Well Allocated SW	Beginning Tank Inventory	Ending Tank Inventory	
TRISTE DRAW 36-25 FEDERAL COM 351H	351HXXXXXX	560	0.28	530.00	560.00	140	110	
TRISTE DRAW 36-25 FEDERAL COM 352H	352HXXXXXX	450	0.22	410.00	450.00	200	160	
TRISTE DRAW 36-25 FEDERAL COM 401H	401HXXXXXX	520	0.26	460.00	520.00	90	30	
TRISTE DRAW 36-25 FEDERAL COM 402H	402HXXXXXX	480	0.24	470.00	480.00	40	30	
Well(s) Total		2010	1.00	1870	2010	470	330	
SUMMARY								
CTB Summary								
CTB Beginning Inventory	470	2010	Water Meter: measures the water from the separator for each well					
CTB Ending Inventory	330	1.00	Theoretical %: Allocation % calculated by WH volume for each well/total WH volume for all wells					
CTB SW Transfer	2010	1870	Well Allocated Production: sum of Well Allocation SW volume plus Ending Inventory less Beginning Inventory					
CTB Allocated Production			Ending Tank Inventory: Theoretical % multiplied by CTB Ending Inventory					
			Well Allocated SW: Theoretical % multiplied by CTB SW Transfer					
			Beginning Tank Inventory: Ending Inventory from previous accounting month					
		2010	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.					

August 8, 2025

**Jon McDonald**  
**Production Engineer**

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

**Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 36, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

To Whom This May Concern,

Pursuant to this application, Coterra seeks approval to commingle production from the Triste Draw; Bone Spring [96603], and WC-025 G-09 S223332A; UPR Wolfcamp [98177] formations in the W/2 of Sections 25 and 36, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico, as set forth herein.

Specifically, Coterra requests approval to commingle oil and gas production from four (4) wells on the lands listed as follows:

Triste Draw 36-25 Federal Com					
Sections 36 & 25, Township 23 South, Range 32 East					
Well Name	Well Number	API	Field; Formation	Lease(s)	Product(s) Commingled
Triste Draw 36-25 Federal Com	351H	30-025-53120	[96603] Triste Draw; Bone Spring	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	352H	30-025-53121	[96603] Triste Draw; Bone Spring	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	401H	30-025-53122	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Triste Draw 36-25 Federal Com	402H	30-025-53123	[98177] WC-025 G-09 S223332A; UPR WOLFCAMP	NMLC 063228	Oil, Gas, Water
				NMNM 086154	
				V0-8303-1	
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.					

This request for commingling will not negatively affect the royalty revenue of the federal or state government. Coterra will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The

allocation meters will meet the relevant regulations and standards as outlined below. Communitization Agreements and their associated wells are capable of production in paying quantities. Commingling the reserve is the most effective means of production.

Oil & gas production from these spacing units will be commingled and sold at the **Triste Draw 36-25 Central Tank Battery** ("CTB"), which is located in the E ½ SW ¼ of Section 36. The oil and gas metering point for the units is located off-lease at the CTB.

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

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

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

The Triste Draw 36-25 Federal Com CTB requires no additional surface disturbance. The BLM, SLO, and OCD will be notified of any changes to the CTB.

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

Very truly yours,

Coterra Energy Operating Co.

Jon McDonald  
Production Engineer



MIDLAND, TX

# TRISTE DRAW 36-25 FED COM METERED PROCESS FLOW DIAGRAMS

TABLE 1

FACILITY NAME	VESSEL NAME	TEST	BULK	WELLHEAD NAME	OIL METER	GAS METER	WATER METER
TRISTE DRAW 36-25 FED COM	V-8000	X		TRISTE DRAW 36-25 FED COM 401H	TD-8000-PO	TD-8000-PG	TD-8000-PW
TRISTE DRAW 36-25 FED COM	V-8010	X		TRISTE DRAW 36-25 FED COM 351H	TD-8010-PO	TD-8010-PG	TD-8010-PW
TRISTE DRAW 36-25 FED COM	V-8020	X		TRISTE DRAW 36-25 FED COM 402H	TD-8020-PO	TD-8020-PG	TD-8020-PW
TRISTE DRAW 36-25 FED COM	V-8030	X		TRISTE DRAW 36-25 FED COM 352H	TD-8030-PO	TD-8030-PG	TD-8030-PW

TABLE 2

FACILITY NAME	WELLHEAD NAME	GAS LIFT METER
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 401H	TD-401H-L
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 351H	TD-351H-L
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 402H	TD-402H-L
TRISTE DRAW 36-25 FED COM	TRISTE DRAW 36-25 FED COM 352H	TD-352H-L

**ISSUED**  
AUGUST 06, 2024  
**FOR CONSTRUCTION**

NO.	REFERENCE DRAWINGS	TITLE

NO.	DATE	REVISIONS	BY	CHK.	APP.
0	08/06/24	ISSUED FOR CONSTRUCTION	BM	JUN	

**3S ENGINEERING A**  
Houston, Texas 77056  
Ph: 402-607-5011  
www.3sengineering.com  
TYPE FIRM REG. #1369  
NFI FIRM REG. #650320

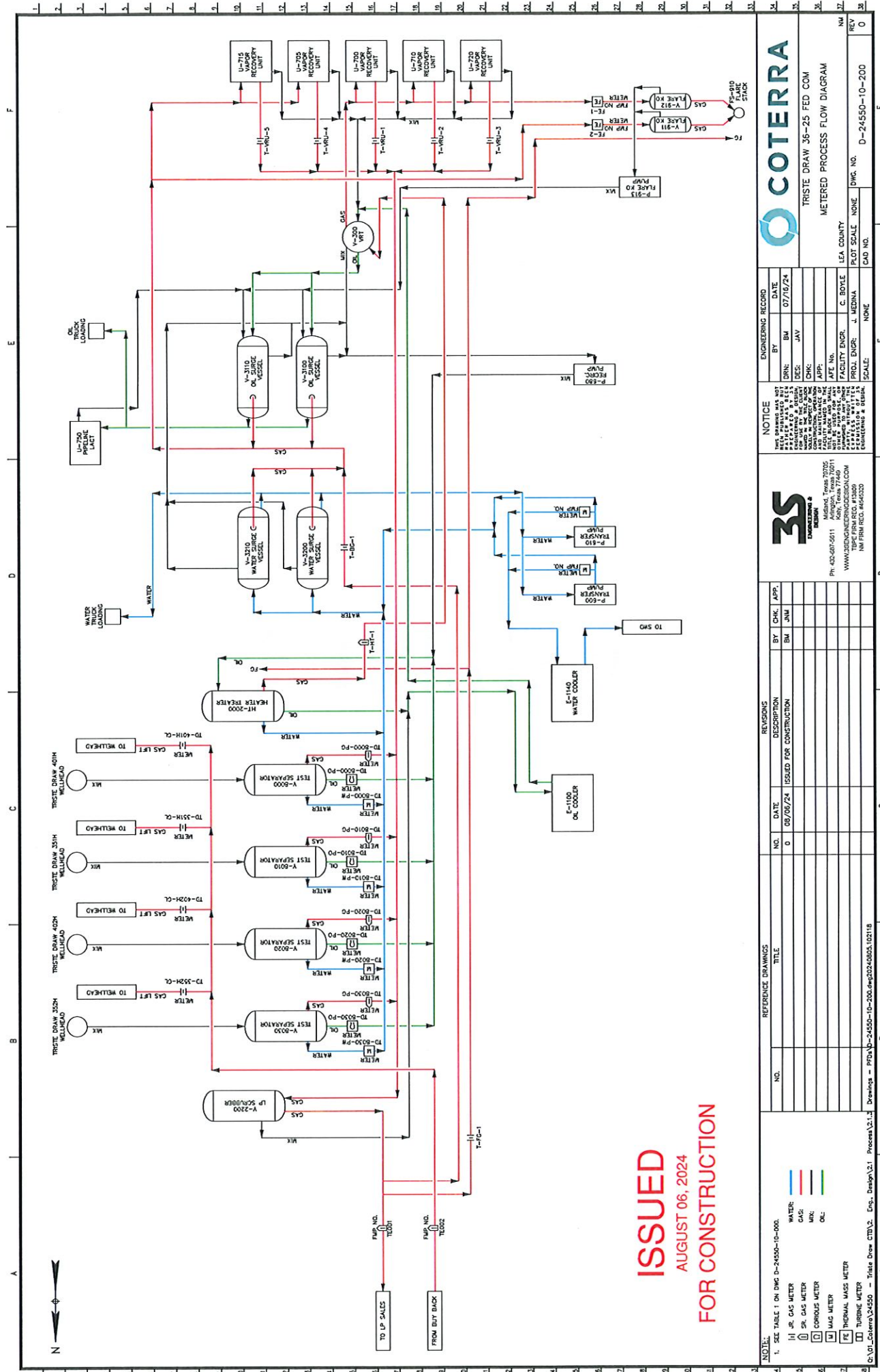
**NOTICE**  
THIS DRAWING HAS NOT  
BEEN REVIEWED BY A  
REGISTERED PROFESSIONAL  
ENGINEER OR ARCHITECT  
FOR THE PURPOSES OF  
CONSTRUCTION. IT IS  
FOR INFORMATION ONLY.  
NO PART OF THIS  
DRAWING SHALL BE  
REPRODUCED OR  
TRANSMITTED IN ANY  
FORM OR BY ANY  
MEANS, ELECTRONIC  
OR MECHANICAL,  
INCLUDING PHOTOCOPYING,  
RECORDING, OR BY  
ANY INFORMATION  
SYSTEM, WITHOUT  
PERMISSION IN WRITING  
FROM 3S ENGINEERING A.

ENGINEERING RECORD	BY	DATE
DESIGN: BM		07/16/24
DESIGN: JAV		
CHK:		
APP:		
FACILITY ENGR.	C. BOYLE	LEA COUNTY
PROJ. ENGR.	J. MEDINA	LEA COUNTY
SCALE:	NONE	PLOT SCALE
CAD NO.		DWG. NO.
		D-24550-10-000
		REV
		0

**COTERRA**  
TRISTE DRAW 36-25 FED COM  
METERED PROCESS FLOW DIAGRAM - COVER SHEET

Q:\VLP\_Coterra\240500 - Triste Draw CTB\2. Eng. Design\2.1 Process\2.1.1

Drawings - PFD\20-24550-10-000.dwg-20240720.08145



# Exhibit 3

# Exhibit 4

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-53123</b>	<sup>2</sup> Pool Code <b>98177</b>	<sup>3</sup> Pool Name <b>WC-025 G-09 S223332A; UPR Wolfcamp</b>
<sup>4</sup> Property Code <b>336010</b>	<sup>5</sup> Property Name <b>TRISTE DRAW 36-25 FEDERAL COM</b>	
<sup>7</sup> QGRID No. <b>215099</b>	<sup>8</sup> Operator Name <b>CIMAREX ENERGY CO.</b>	
	<sup>6</sup> Well Number <b>402H</b>	<sup>9</sup> Elevation <b>3656.8'</b>

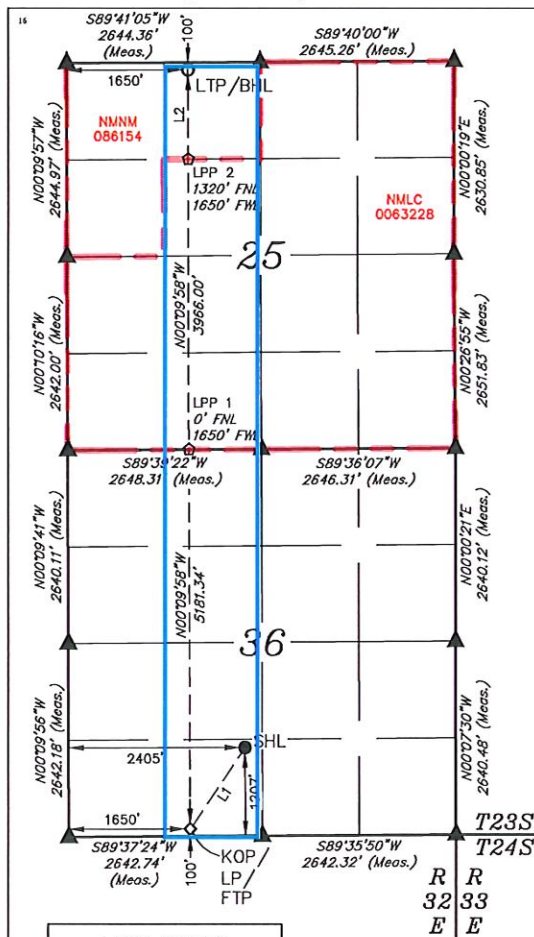
<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	36	23S	32E		1207	SOUTH	2405	WEST	LEA

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	25	23S	32E		100	NORTH	1650	WEST	LEA

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



<sup>12</sup> OPERATOR  
CERTIFICATION

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

Shelly Bowen 09/23/23  
Signature Date

Shelly Bowen

Printed Name

shelly.bowen@coterra.com

E-mail Address

**NAD 83 (SURFACE HOLE LOCATION)**  
LATITUDE = 32°15'26.14" (32.257262°)  
LONGITUDE = -103°37'44.72" (-103.629089°)  
**NAD 27 (SURFACE HOLE LOCATION)**  
LATITUDE = 32°15'25.70" (32.257138°)  
LONGITUDE = -103°37'42.99" (-103.628608°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 458039.06' E: 759035.49'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 457979.92' E: 717851.77'

**NAD 83 (KOP/LP/FTP)**  
LATITUDE = 32°15'15.16" (32.254210°)  
LONGITUDE = -103°37'53.50" (-103.631529°)  
**NAD 27 (KOP/LP/FTP)**  
LATITUDE = 32°15'14.71" (32.254086°)  
LONGITUDE = -103°37'51.77" (-103.631048°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 456923.97' E: 758288.46'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 456864.86' E: 717104.71'

**NAD 83 (LPP 1)**  
LATITUDE = 32°16'06.42" (32.268450°)  
LONGITUDE = -103°37'53.54" (-103.631538°)  
**NAD 27 (LPP 1)**  
LATITUDE = 32°16'05.97" (32.268326°)  
LONGITUDE = -103°37'51.80" (-103.631056°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 462104.27' E: 758251.74'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 462045.01' E: 717068.12'

**NAD 83 (LPP 2)**  
LATITUDE = 32°16'45.66" (32.279349°)  
LONGITUDE = -103°37'53.56" (-103.631545°)  
**NAD 27 (LPP 2)**  
LATITUDE = 32°16'45.21" (32.279226°)  
LONGITUDE = -103°37'51.83" (-103.631063°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 466069.48' E: 758223.62'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 466010.11' E: 717040.10'

**NAD 83 (LTP/BHL)**  
LATITUDE = 32°16'57.73" (32.282702°)  
LONGITUDE = -103°37'53.57" (-103.631547°)  
**NAD 27 (LTP/BHL)**  
LATITUDE = 32°16'57.28" (32.282579°)  
LONGITUDE = -103°37'51.83" (-103.631065°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 467289.38' E: 758214.97'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 467229.97' E: 717031.48'

<sup>13</sup> SURVEYOR  
CERTIFICATION

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

September 15, 2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 96603	<sup>3</sup> Pool Name Triste Draw; Bone Spring
<sup>4</sup> Property Code	<sup>5</sup> Property Name TRISTE DRAW 36-25 FEDERAL COM	<sup>6</sup> Well Number 352H
<sup>7</sup> GRID No. 215099	<sup>8</sup> Operator Name CIMAREX ENERGY CO.	<sup>9</sup> Elevation 3656.8'

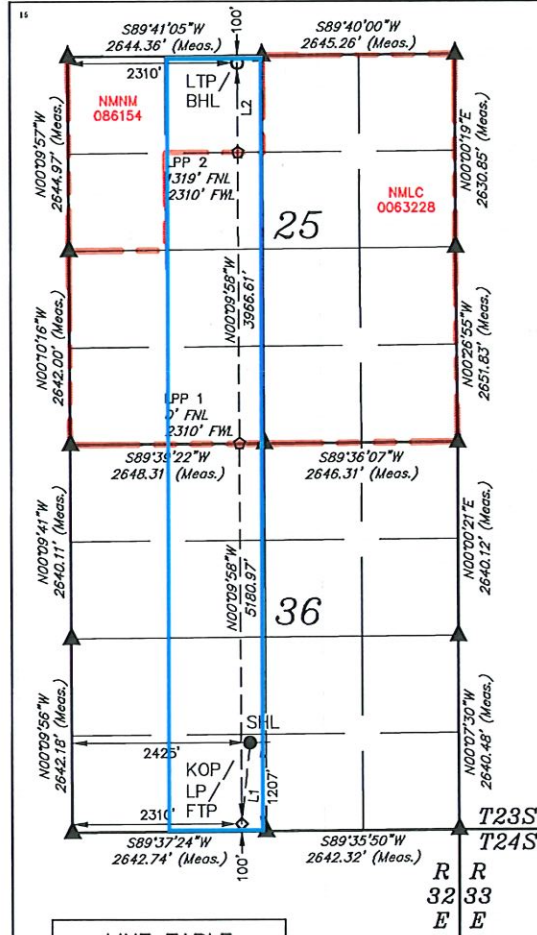
<sup>10</sup> Surface Location

UL or lot no. N	Section 36	Township 23S	Range 32E	Lot Idn	Feet from the 1207	North/South line SOUTH	Feet from the 2425	East/West line WEST	County LEA
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. C	Section 25	Township 23S	Range 32E	Lot Idn	Feet from the 100	North/South line NORTH	Feet from the 2310	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 320	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

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



NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ☆ = LEASE PENETRATION POINT
- ▲ = SECTION CORNER LOCATED
- = LEASE LINE



SCALE

DRAWN BY: D.J.S. 09-28-23

<sup>16</sup> OPERATOR CERTIFICATION

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

Shelly Bowen 09/23/23  
Signature Date

Shelly Bowen  
Printed Name

shelly.bowen@coterra.com  
E-mail Address

<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'36.14" (32.257262°)
LONGITUDE = -103°37'44.49" (-103.629024°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'25.70" (32.257138°)
LONGITUDE = -103°37'42.75" (-103.628543°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 458039.28' E: 759055.49'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 457980.14' E: 717871.76'

<b>NAD 83 (KOP/LP/FTP)</b>
LATITUDE = 32°15'15.18" (32.254218°)
LONGITUDE = -103°37'45.82" (-103.629394°)
<b>NAD 27 (KOP/LP/FTP)</b>
LATITUDE = 32°15'14.74" (32.254094°)
LONGITUDE = -103°37'44.09" (-103.628913°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 456931.08' E: 758948.32'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 456871.97' E: 717764.56'

<b>NAD 83 (LPP 1)</b>
LATITUDE = 32°16'06.44" (32.268456°)
LONGITUDE = -103°37'45.85" (-103.629403°)
<b>NAD 27 (LPP 1)</b>
LATITUDE = 32°16'06.00" (32.268333°)
LONGITUDE = -103°37'44.12" (-103.628922°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 462111.00' E: 758911.59'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 462051.74' E: 717727.97'

<b>NAD 83 (LPP 2)</b>
LATITUDE = 32°16'45.69" (32.279357°)
LONGITUDE = -103°37'45.88" (-103.629410°)
<b>NAD 27 (LPP 2)</b>
LATITUDE = 32°16'45.24" (32.279234°)
LONGITUDE = -103°37'44.14" (-103.628928°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 466076.81' E: 758883.47'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 466017.44' E: 717699.95'

<b>NAD 83 (LTP/BHL)</b>
LATITUDE = 32°16'57.75" (32.282708°)
LONGITUDE = -103°37'45.88" (-103.629412°)
<b>NAD 27 (LTP/BHL)</b>
LATITUDE = 32°16'57.30" (32.282585°)
LONGITUDE = -103°37'44.15" (-103.628930°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467295.78' E: 758874.82'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467236.37' E: 717691.34'

<sup>17</sup> SURVEYOR CERTIFICATION

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

September 15, 2023

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		98177		2 Pool Code		WC-025 G-09 S223332A; UPR Wolfcamp	
3 Property Code		4 Property Name				6 Well Number	
		TRISTE DRAW 36-25 FEDERAL COM				401H	
7 OGRID No.		8 Operator Name				9 Elevation	
215099		CIMAREX ENERGY CO.				3657.4'	

10 Surface Location

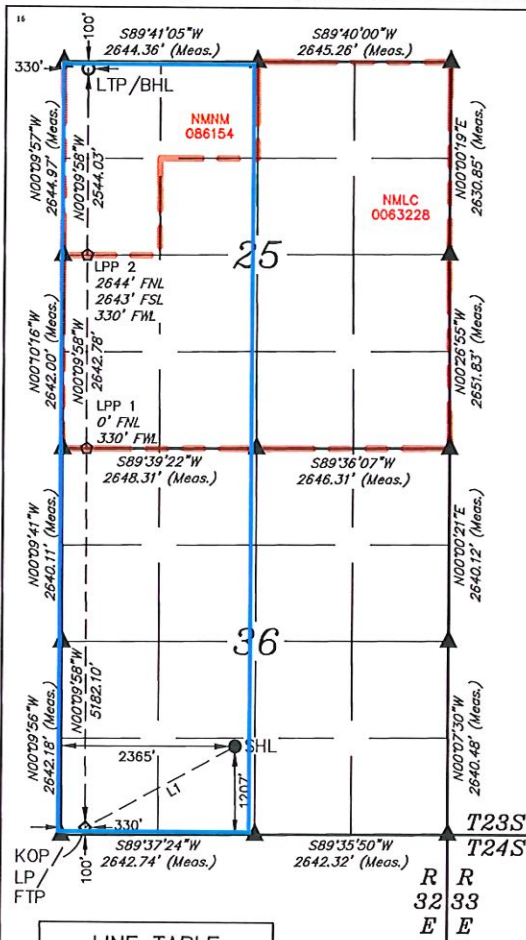
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	36	23S	32E		1207	SOUTH	2365	WEST	LEA

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	25	23S	32E		100	NORTH	330	WEST	LEA

12 Dedicated Acres 640 13 Joint or Infill 14 Consolidation Code 15 Order No.

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



NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ◇ = LEASE PENETRATION POINT
- ▲ = SECTION CORNER LOCATED

— = LEASE LINE

**NAD 83 (SURFACE HOLE LOCATION)**  
LATITUDE = 32°15'26.14" (32.257261°)  
LONGITUDE = -103°37'45.19" (-103.629218°)  
**NAD 27 (SURFACE HOLE LOCATION)**  
LATITUDE = 32°15'25.70" (32.257138°)  
LONGITUDE = -103°37'43.45" (-103.628737°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 458038.63' E: 758995.50'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 457979.49' E: 717811.78'

**NAD 83 (KOP/LP/FTP)**  
LATITUDE = 32°15'15.10" (32.254195°)  
LONGITUDE = -103°38'08.87" (-103.635798°)  
**NAD 27 (KOP/LP/FTP)**  
LATITUDE = 32°15'14.66" (32.254071°)  
LONGITUDE = -103°38'07.14" (-103.635317°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 456909.76' E: 756968.76'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 456850.65' E: 715785.01'

**NAD 83 (LPP 1)**  
LATITUDE = 32°16'06.37" (32.268436°)  
LONGITUDE = -103°38'08.91" (-103.635808°)  
**NAD 27 (LPP 1)**  
LATITUDE = 32°16'05.93" (32.268313°)  
LONGITUDE = -103°38'07.17" (-103.635326°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 462090.82' E: 756932.03'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 462031.56' E: 715748.41'

**NAD 83 (LPP 2)**  
LATITUDE = 32°16'32.52" (32.275699°)  
LONGITUDE = -103°38'08.93" (-103.635813°)  
**NAD 27 (LPP 2)**  
LATITUDE = 32°16'32.07" (32.275576°)  
LONGITUDE = -103°38'07.19" (-103.635331°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 464733.06' E: 756913.30'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 464673.73' E: 715729.75'

**NAD 83 (LTP/BHL)**  
LATITUDE = 32°16'57.69" (32.282691°)  
LONGITUDE = -103°38'08.94" (-103.635818°)  
**NAD 27 (LTP/BHL)**  
LATITUDE = 32°16'57.24" (32.282568°)  
LONGITUDE = -103°38'07.21" (-103.635335°)  
**STATE PLANE NAD 83 (N.M. EAST)**  
N: 467276.58' E: 756895.26'  
**STATE PLANE NAD 27 (N.M. EAST)**  
N: 467217.17' E: 715711.77'

12 OPERATOR CERTIFICATION

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

Shelly Bowen 10/23/23  
Signature Date

Shelly Bowen  
Printed Name

shelly.bowen@coterra.com  
E-mail Address

13 SURVEYOR CERTIFICATION

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

September 15, 2023

Date of Survey  
Signature and Seal of Professional Surveyor:



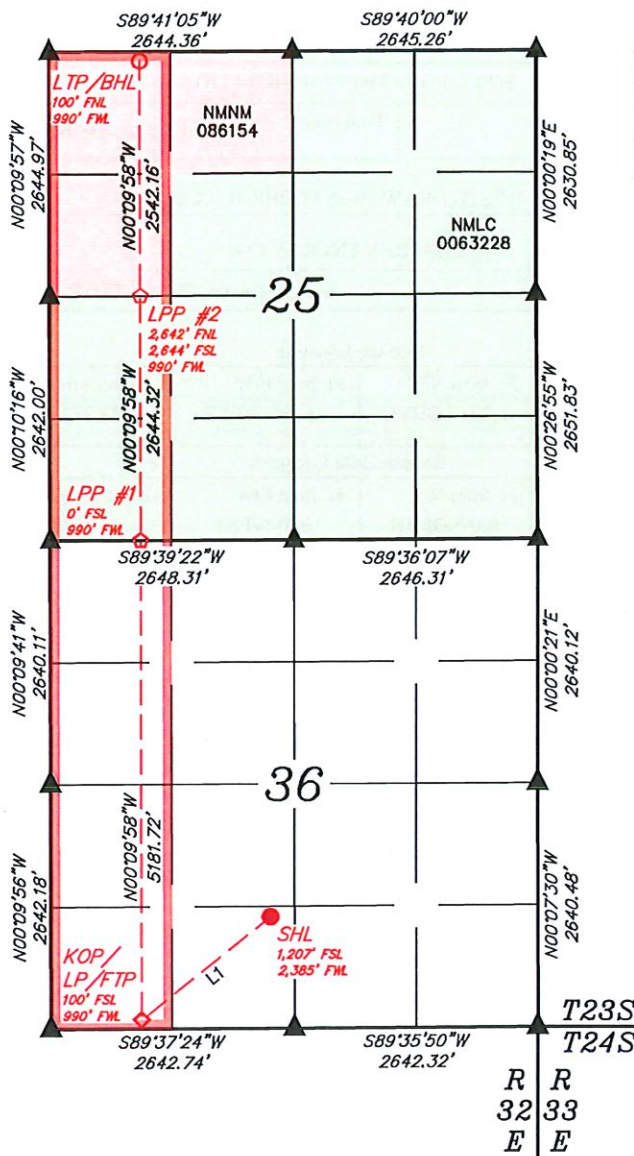
Certificate Number:



SCALE

DRAWN BY: D.J.S. 09-28-23

Property Name TRISTE DRAW 36-25 FEDERAL COM	Well Number 351H	Drawn By D.J.S. 09-28-23	Revised By REV. 1 N.R. 12-20-24 (UPDATE C-102 FORMAT)
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LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S51°16'03"W	1784.21'

**NOTE:**

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Oil & Gas Leases.



<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'26.14" (32.257261°)
LONGITUDE = -103°37'44.95" (-103.629154°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°15'25.70" (32.257138°)
LONGITUDE = -103°37'43.22" (-103.628672°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 458038.85' E: 759015.50'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 457979.71' E: 717831.77'

<b>NAD 83 (KOP/LP/FTP)</b>
LATITUDE = 32°15'15.13" (32.254202°)
LONGITUDE = -103°38'01.19" (-103.633663°)
<b>NAD 27 (KOP/LP/FTP)</b>
LATITUDE = 32°15'14.68" (32.254079°)
LONGITUDE = -103°37'59.46" (-103.633182°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 456916.87' E: 757628.61'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 456857.75' E: 716444.86'

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/LANDING POINT/ FIRST TAKE POINT
- ◇ = LEASE PENETRATION POINT
- = LAST TAKE POINT/ BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

<b>NAD 83 (LPP #1)</b>
LATITUDE = 32°16'06.39" (32.268443°)
LONGITUDE = -103°38'01.22" (-103.633673°)
<b>NAD 27 (LPP #1)</b>
LATITUDE = 32°16'05.95" (32.268319°)
LONGITUDE = -103°37'59.49" (-103.633191°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 462097.55' E: 757591.89'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 462038.29' E: 716408.27'

<b>NAD 83 (LPP #2)</b>
LATITUDE = 32°16'32.56" (32.275710°)
LONGITUDE = -103°38'01.24" (-103.633678°)
<b>NAD 27 (LPP #2)</b>
LATITUDE = 32°16'32.11" (32.275587°)
LONGITUDE = -103°37'59.50" (-103.633196°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 464741.33' E: 757573.14'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 464682.00' E: 716389.59'

<b>NAD 83 (LTP/BHL)</b>
LATITUDE = 32°16'57.71" (32.282697°)
LONGITUDE = -103°38'01.26" (-103.633683°)
<b>NAD 27 (LTP/BHL)</b>
LATITUDE = 32°16'57.26" (32.282573°)
LONGITUDE = -103°37'59.52" (-103.633200°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467282.98' E: 757555.11'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467223.57' E: 716371.63'

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

## WELL LOCATION INFORMATION

API Number <b>30-025-53120</b>	Pool Code <b>96603</b>	Pool Name <b>Triste Draw; Bone Spring</b>
Property Code	Property Name <b>TRISTE DRAW 36-25 FEDERAL COM</b>	Well Number <b>351H</b>
OGRID No. <b>215099</b>	Operator Name <b>CIMAREX ENERGY CO.</b>	Ground Level Elevation <b>3,657.0'</b>
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal

## Surface Location

UL <b>N</b>	Section <b>36</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Ft. from N/S <b>1,207 SOUTH</b>	Ft. from E/W <b>2,385 WEST</b>	Latitude (NAD 83) <b>32.257261°</b>	Longitude (NAD 83) <b>-103.629154°</b>	County <b>LEA</b>
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## Bottom Hole Location

UL <b>D</b>	Section <b>25</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Ft. from N/S <b>100 NORTH</b>	Ft. from E/W <b>990 WEST</b>	Latitude (NAD 83) <b>32.282697°</b>	Longitude (NAD 83) <b>-103.633683°</b>	County <b>LEA</b>
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Dedicated Acres <b>320</b>	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Kick Off Point (KOP)

UL <b>M</b>	Section <b>36</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Ft. from N/S <b>100 SOUTH</b>	Ft. from E/W <b>990 WEST</b>	Latitude (NAD 83) <b>32.254202°</b>	Longitude (NAD 83) <b>-103.633663°</b>	County <b>LEA</b>
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## First Take Point (FTP)

UL <b>M</b>	Section <b>36</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Ft. from N/S <b>100 SOUTH</b>	Ft. from E/W <b>990 WEST</b>	Latitude (NAD 83) <b>32.254202°</b>	Longitude (NAD 83) <b>-103.633663°</b>	County <b>LEA</b>
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## Last Take Point (LTP)

UL <b>D</b>	Section <b>25</b>	Township <b>23S</b>	Range <b>32E</b>	Lot	Ft. from N/S <b>100 NORTH</b>	Ft. from E/W <b>990 WEST</b>	Latitude (NAD 83) <b>32.282697°</b>	Longitude (NAD 83) <b>-103.633683°</b>	County <b>LEA</b>
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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## OPERATOR CERTIFICATIONS

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

If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.

*Shelly Bowen* 12/31/2024

Signature Date

Shelly Bowen

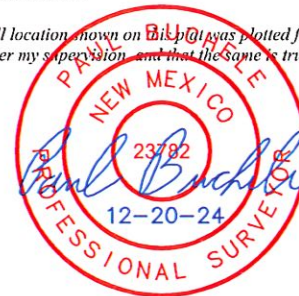
Printed Name

shelly.bowen@coterra.com

Email Address

## SURVEYOR CERTIFICATIONS

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



Signature and Seal of Professional Surveyor

23782

September 15, 2023

Certificate Number

Date of Survey

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

# Exhibit 5

file_name	name_email	full_addr	city	state	zip
TRUST DRAIN 36-33 FEO COM 3524	GOTTERA ENERGY OPERATING CO	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78160
TRUST DRAIN 36-33 FEO COM 3524	CHISOM MINERAL LLC	PO BOX 472738	FORT WORTH	TX	76147
TRUST DRAIN 36-33 FEO COM 3524	DEANERSTONE FAMILY TRUST	JOHN KYLE THOMAS TREE PO BOX 358	FEYTON	CO	80631
TRUST DRAIN 36-33 FEO COM 3524	OSANDTSON MINERALS LP	PO BOX 51933	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	FOUNTAINCO MINERAL PARTNERS LLP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	JAEDED PARTNERS LTD	PO BOX 51453	DALLAS	TX	75210-1453
TRUST DRAIN 36-33 FEO COM 3524	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	ONTRA-PACOR 072354 FEO	PO BOX 230	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	PAUL A BARIAS	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	STATE OF NEW MEXICO	TAXATION & REVENUE DEPARTMENT P O BOX 2308	SANTA FE	NM	87504-2308
TRUST DRAIN 36-33 FEO COM 3524	WEAVER ROCHLY PARTNERS LP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	GOTTERA ENERGY OPERATING CO	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78160
TRUST DRAIN 36-33 FEO COM 3524	CHISOM MINERAL LLC	PO BOX 472738	FORT WORTH	TX	76147
TRUST DRAIN 36-33 FEO COM 3524	DEANERSTONE FAMILY TRUST	JOHN KYLE THOMAS TREE PO BOX 358	FEYTON	CO	80631
TRUST DRAIN 36-33 FEO COM 3524	OSANDTSON MINERALS LP	PO BOX 51933	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	FOUNTAINCO MINERAL PARTNERS LLP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	JAEDED PARTNERS LTD	PO BOX 51453	DALLAS	TX	75210-1453
TRUST DRAIN 36-33 FEO COM 3524	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	ONTRA-PACOR 072354 FEO	PO BOX 230	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	PAUL A BARIAS	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	STATE OF NEW MEXICO	TAXATION & REVENUE DEPARTMENT P O BOX 2308	SANTA FE	NM	87504-2308
TRUST DRAIN 36-33 FEO COM 3524	WEAVER ROCHLY PARTNERS LP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	GOTTERA ENERGY OPERATING CO	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	MAGNUM HUNTER PRODUCTION INC	PO BOX 4544	HOUSTON	TX	77010-4544
TRUST DRAIN 36-33 FEO COM 3524	C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78160
TRUST DRAIN 36-33 FEO COM 3524	CHISOM MINERAL LLC	PO BOX 472738	FORT WORTH	TX	76147
TRUST DRAIN 36-33 FEO COM 3524	DEANERSTONE FAMILY TRUST	JOHN KYLE THOMAS TREE PO BOX 358	FEYTON	CO	80631
TRUST DRAIN 36-33 FEO COM 3524	OSANDTSON MINERALS LP	PO BOX 51933	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	FOUNTAINCO MINERAL PARTNERS LLP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	JAEDED PARTNERS LTD	PO BOX 51453	MILANO	TX	79710-1453
TRUST DRAIN 36-33 FEO COM 3524	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	ONTRA-PACOR 072354 FEO	PO BOX 230	MILANO	TX	79710
TRUST DRAIN 36-33 FEO COM 3524	PAUL A BARIAS	OFFICE OF NAT'L RESOURCES REVENUE PO BOX 23627	DENVER	CO	80239-0627
TRUST DRAIN 36-33 FEO COM 3524	STATE OF NEW MEXICO	TAXATION & REVENUE DEPARTMENT P O BOX 2308	SANTA FE	NM	87504-2308
TRUST DRAIN 36-33 FEO COM 3524	WEAVER ROCHLY PARTNERS LP	8126 DOUGLAS AVE STE 655	DALLAS	TX	75225-5366
TRUST DRAIN 36-33 FEO COM 3524	BUREAU OF LAND MANAGEMENT	310 DINGSLA TRAIL	SANTA FE	NM	87508
TRUST DRAIN 36-33 FEO COM 3524	STATE LAND OFFICE	310 OLD SANTA FE TRAIL	SANTA FE	NM	87501

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Extra S <input type="checkbox"/> Reg <input type="checkbox"/> Ret <input type="checkbox"/> Cert <input type="checkbox"/> Adv <input type="checkbox"/> Ad	JAREED PARTNERS LTD PO BOX 51451 MIDLAND, TX 79710-1451
Postage \$	
Total Postage and Fees \$	
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City, State, ZIP+4®	
PS Form 3800, January 2003 PSN 7530-02-000-9047 See Reverse for Instructions	

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<input type="checkbox"/> Return Receipt by First-Class Mail®	
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<input type="checkbox"/> Adult Signature Required	
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<input type="checkbox"/> Return Receipt by First-Class Mail®	
<input type="checkbox"/> Certified Mail by First-Class Mail®	
<input type="checkbox"/> Adult Signature Required	
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**BEATTY & WOZNIAK, P.C.**

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

## OFFICE LOCATIONS

COLORADO

NEW MEXICO

WYOMING

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

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

October 14, 2025

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL AFFECTED PARTIES**

**Re: Application of Coterra Energy Operating Co. ("Coterra") for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the W/2 of Sections 25 and 26, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Ladies and Gentlemen:

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

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

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

Coterra may add additional production from the Triste Draw; Bone Spring Pools [96603]; and the WC-025 G-09 S223332A; UPR Wolfcamp Pools [98177] from Federal Lease numbers NMNM 086154 and NMLC 063228, and State Lease Number V0-8303-1 and the CA's listed in the application.

BEATTY & WOZNIAK, P.C.

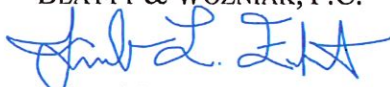
October 14, 2025  
Page 2

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

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

Very truly yours,

BEATTY & WOZNIAK, P.C.



Miguel Suazo

Jacob L. Everhart

*Attorney(s) for Coterra Energy Operating Co.*

2025 OCT 17 AM 8:47

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY COTERRA ENERGY OPERATING CO.                      ORDER NO. PLC-1058**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

**FINDINGS OF FACT**

1. Coterra Energy Operating Co. (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

### **CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

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

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

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 11/26/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-1058

Operator: Coterra Energy Operating Company (215099)

Central Tank Battery: Triste Draw 36-25 Central Tank Battery

Central Tank Battery Location: UL N, Section 36, Township 23 South, Range 32 East

Gas Title Transfer Meter Location: UL N, Section 36, Township 23 South, Range 32 East

### Pools

Pool Name	Pool Code
TRISTE DRAW;BONE SPRING	96603
WC-025 G-09 S223332A;UPR WOLFCAMP	98177

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105677791 (138463)	W2W2	25-23S-32E
CA Bone Spring NMNM 105307062 (134775)	E2W2	25-23S-32E
PROPOSED CA Wolfcamp "A"	W2W2	25-23S-32E
	W2W2	36-23S-32E
PROPOSED CA Wolfcamp "B"	E2W2	25-23S-32E
	E2W2	36-23S-32E
CA Bone Spring SLO 205155 PUN 1408259	W2W2	25-23S-32E
	W2W2	36-23S-32E
CA Wolfcamp SLO 205157 PUN 1409071	E2W2	25-23S-32E
	E2W2	36-23S-32E
CA Wolfcamp SLO 205156 PUN 1409065	W2W2	25-23S-32E
	W2W2	36-23S-32E
CA Bone Spring SLO 205137 PUN 1408014	E2W2	25-23S-32E
	E2W2	36-23S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-53120	TRISTE DRAW 36 25 FEDERAL COM	W2W2	25-23S-32E	96603
	#351H	W2W2	36-23S-32E	
30-025-53121	TRISTE DRAW 36 25 FEDERAL COM	E2W2	25-23S-32E	96603
	#352H	E2W2	36-23S-32E	
30-025-53122	TRISTE DRAW 36 25 FEDERAL COM	W2W2	25-23S-32E	98177
	#401H	W2W2	36-23S-32E	
30-025-53123	TRISTE DRAW 36 25 FEDERAL COM	E2W2	25-23S-32E	98177
	#402H	E2W2	36-23S-32E	

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

General Information  
Phone: (505) 629-6116

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

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

CONDITIONS

Action 515026

CONDITIONS

Operator: Coterra Energy Operating Co. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 515026
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	12/2/2025