Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION

\- Geological & Engineering Bureau –
1220 South St. Francis Drive, Santa Fe, NM 87505

ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant:________________________________ **OGRID Number:** __________
Well Name: ________________________________ **API:**_______________
Pool: ____________________________________ **Pool Code:** ____________

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

1) **TYPE OF APPLICATION:** Check those which apply for [A]
   A. Location – Spacing Unit – Simultaneous Dedication
      ☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

   B. Check one only for [I] or [II]
      [I] Commingling – Storage – Measurement
         ☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM
      [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
         ☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.
   A. ☐ Offset operators or lease holders
   B. ☐ Royalty, overriding royalty owners, revenue owners
   C. ☐ Application requires published notice
   D. ☐ Notification and/or concurrent approval by SLO
   E. ☐ Notification and/or concurrent approval by BLM
   F. ☐ Surface owner
   G. ☐ For all of the above, proof of notification or publication is attached, and/or,
   H. ☐ No notice required

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.

____
Date

____
Print or Type Name

____
Phone Number

____
Signature

____
e-mail Address

Holland & Hart

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

February 14, 2024

VIA ONLINE FILING

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

Re: Application of Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Sections 1 and 12, Township 24 South, Range 26 East, NMPM, Eddy County, New Mexico (the "Lands")

Dear Mr. Fuge:

Cimarex Energy Company ("Cimarex") (OGRID No. 215099), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the **Riverboat 12-1 W0PA Fed Com 1 Tank Battery** *insofar as all existing and future infill wells drilled in the following spacing units*:

(a) The 640.36-acre spacing unit comprised of the E/2 of Sections 1 and 12, in the Purple Sage Wolfcamp (gas) [98220] – currently dedicated to the **Riverboat 12/1 W0PA Federal Com 1H** (API. No. 30-015-45305);

(b) The 640.36-acre spacing unit comprised of the W/2 of Sections 1 and 12, in the Purple Sage Wolfcamp (gas) [98220] – currently dedicated to the **Riverboat 12/1 W0MD Federal Com 1H** (API. No. 30-015-45304); and

(c) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools connected to the Riverboat 12-1 W0PA Fed Com 1 Tank Battery* with notice provided only to the interest owners whose interest in the production is to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Riverboat 12-1 W0PA Fed Com 1** located in the SE/4 SE/4 (Lot 1) of Section 12. Each well is equipped with a three-phase separator and metered on lease before production is transferred to the CTB. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using Coriolis meters.

Holland & Hart

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

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

Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, a statement that identifies the facilities and the measurement devices to be utilized, and a detailed schematic of the surface facilities (Exhibit A to the statement).

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

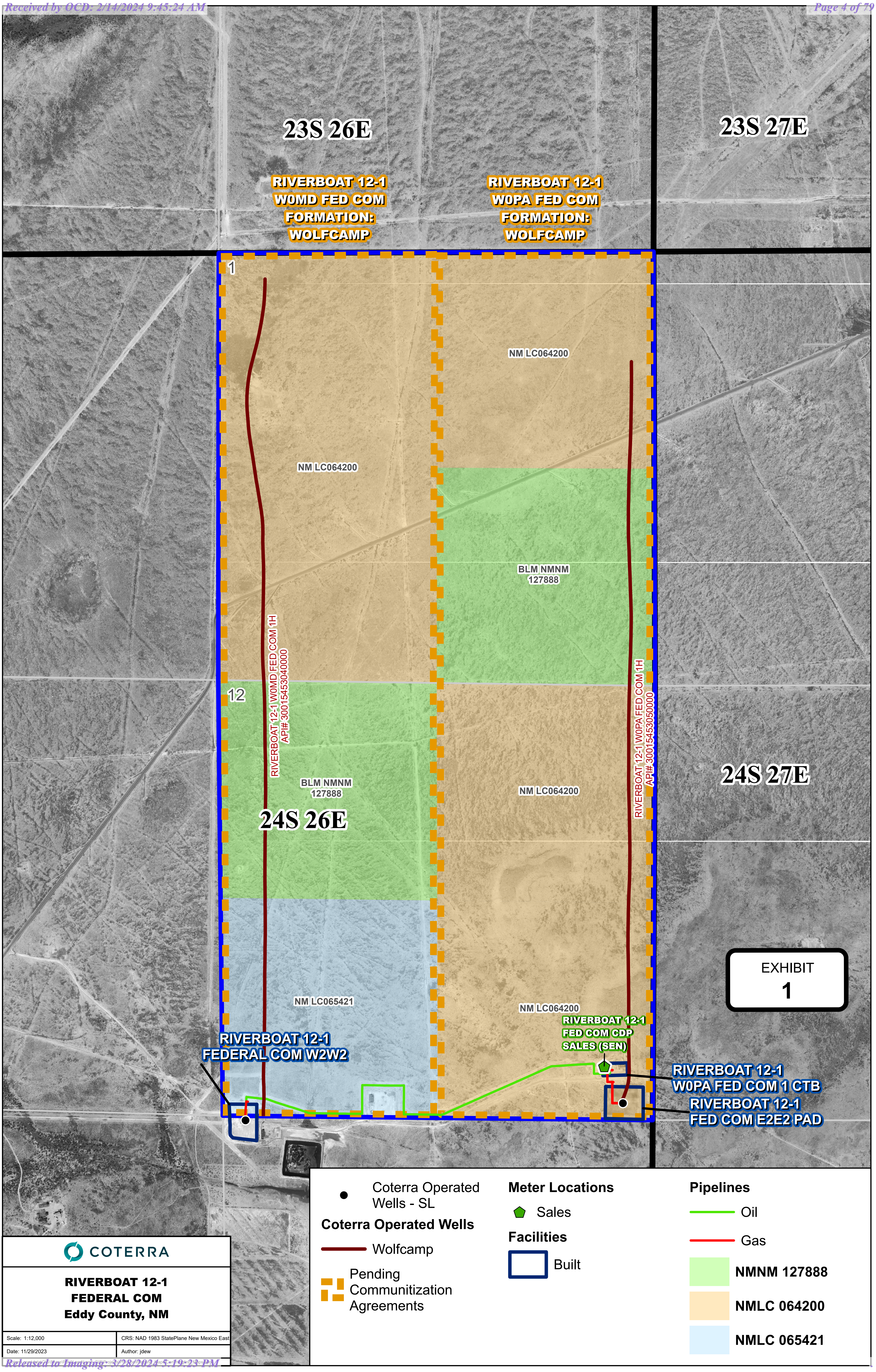
Exhibit 4 includes relevant communitization agreements.

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

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

Sincerely,

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


23S 26E
23S 27E
RIVERBOAT 12-1 W0MD FED COM FORMATION: WOLFCAMP
RIVERBOAT 12-1 W0PA FED COM FORMATION: WOLFCAMP
1
12
NM LC064200
NM LC064200
BLM NMNM 127888
BLM NMNM 127888
NM LC064200
NM LC065421
NM LC064200
24S 26E
24S 27E
RIVERBOAT 12-1 W0MD FED COM 1H API# 30015453040000
RIVERBOAT 12-1 W0PA FED COM 1H API# 30015453050000
RIVERBOAT 12-1 FED COM CDP SALES (SEN)
RIVERBOAT 12-1 FEDERAL COM W2W2
RIVERBOAT 12-1 W0PA FED COM 1 CTB
RIVERBOAT 12-1 FED COM E2E2 PAD
EXHIBIT 1
COTERRA
RIVERBOAT 12-1 FEDERAL COM
Eddy County, NM
Scale: 1:12,000
CRS: NAD 1983 StatePlane New Mexico East
Date: 11/29/2023
Author: jdew
Coterra Operated Wells - SL
Coterra Operated Wells
Wolfcamp
Pending Communitization Agreements
Meter Locations
Sales
Facilities
Built
Pipelines
Oil
Gas
NMNM 127888
NMLC 064200
NMLC 065421

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

State of New Mexico
Energy, Minerals and Natural Resources Department

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

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Cimarex Energy Company
OPERATOR ADDRESS: 6001 Deauville Blvd 300 Ste., Midland, TX 79706
APPLICATION TYPE:
☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

(A) POOL COMMINGLING
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

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

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code. Purple Sage; Wolfcamp (gas) [98220]
(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: [signature] TITLE: Regulatory Analyst DATE: 1/22/24

EXHIBIT
2

COTERRA

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

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

<u>Procedure Description</u>

Cimarex Energy Co. respectfully requests approval to surface commingle oil, gas, and water production at the Riverboat 12-1 WOPA Federal Com 1 Tank Battery ("CTB"), see Attachment A.

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

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

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

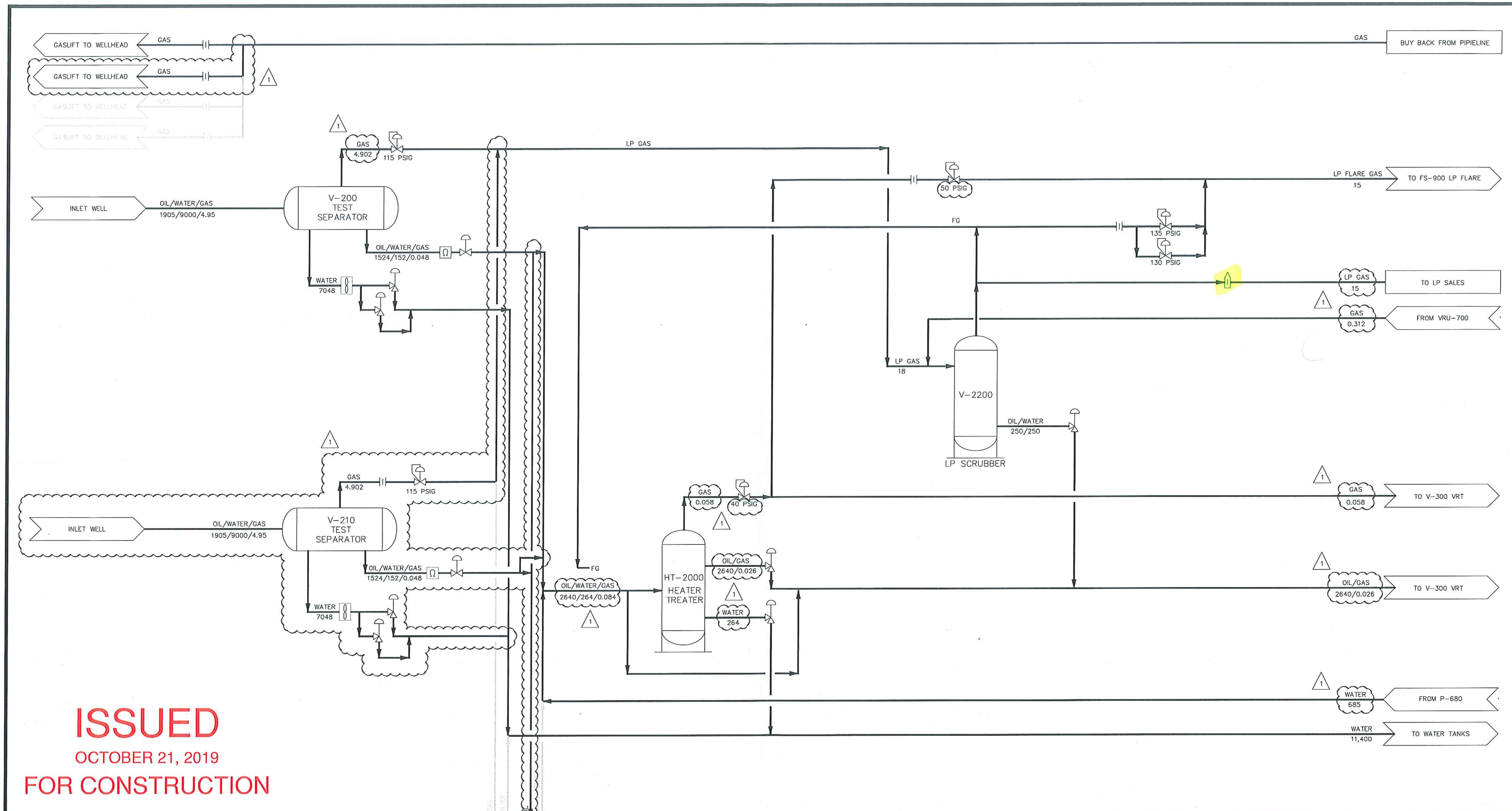
Oil and gas production from these spacing units will be commingled and sold at the Riverboat 12-1 W0PA Fed Com 1, which is located in the SE/4 SE/4 (Lot 1) of Section 12. The FMP is located on lease at the CTB. Each well is equipped with a three-phase separator and metered on lease before production is transferred to the CTB and commingled prior to the FMP. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using Coriolis meters. Please see Exhibit A, Production Flow Diagram, for the enclosed facility diagram.

The Riverboat 12-1 WOPA Federal Com CTB requires no additional surface disturbance.

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

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

31391554_v1



ISSUED
OCTOBER 21, 2019
FOR CONSTRUCTION

MATCHLINE CONT. ON DWG D-8319-10-101

NOTE:

1. OIL/WATER/GAS
   BOPD/BWPD/MMSCFD
2. GIVEN PRODUCTION RATES
   1270/6000/3.3 LOW PRESSURE
3. RATES INDICATED INCLUDE SLUG FLOW AND DUMP RATES
4. FUTURE PRODUCTION RATES 1600/9500/15

REFERENCE DRAWINGS

NO.	TITLE

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
0	11/16/18	ISSUED FOR CONSTRUCTION	MJB	LL	
1	10/21/19	IFC-3S PROJ: 9340, 1 WELL ADD-ON	NR	VB	

R:\01_Cimarex\9340 – Riverboat 12-1 WOPA 1H Add-On 1\9340\2. Eng., Design\2.1 Process\2.1.3 Drawings – PFDs\D-8319-10-100.dwg 20191021.173524

3S SERVICES, LLC
3S Services, LLC
ENGINEERING & DESIGN
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SENGINEERINGDESIGN.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

ENGINEERING RECORD

	BY	DATE
DRN:	LR	10/25/18
DES:	MJB	10/26/18
CHK:		
APP:		
AFE No.		
FACILITY ENGR.		C. PAYNE
PROJ. ENGR:	L. LINAM	
SCALE:	NONE	

CIMAREX

RIVERBOAT 12-1 WOPA 1H

PROCESS FLOW DIAGRAM

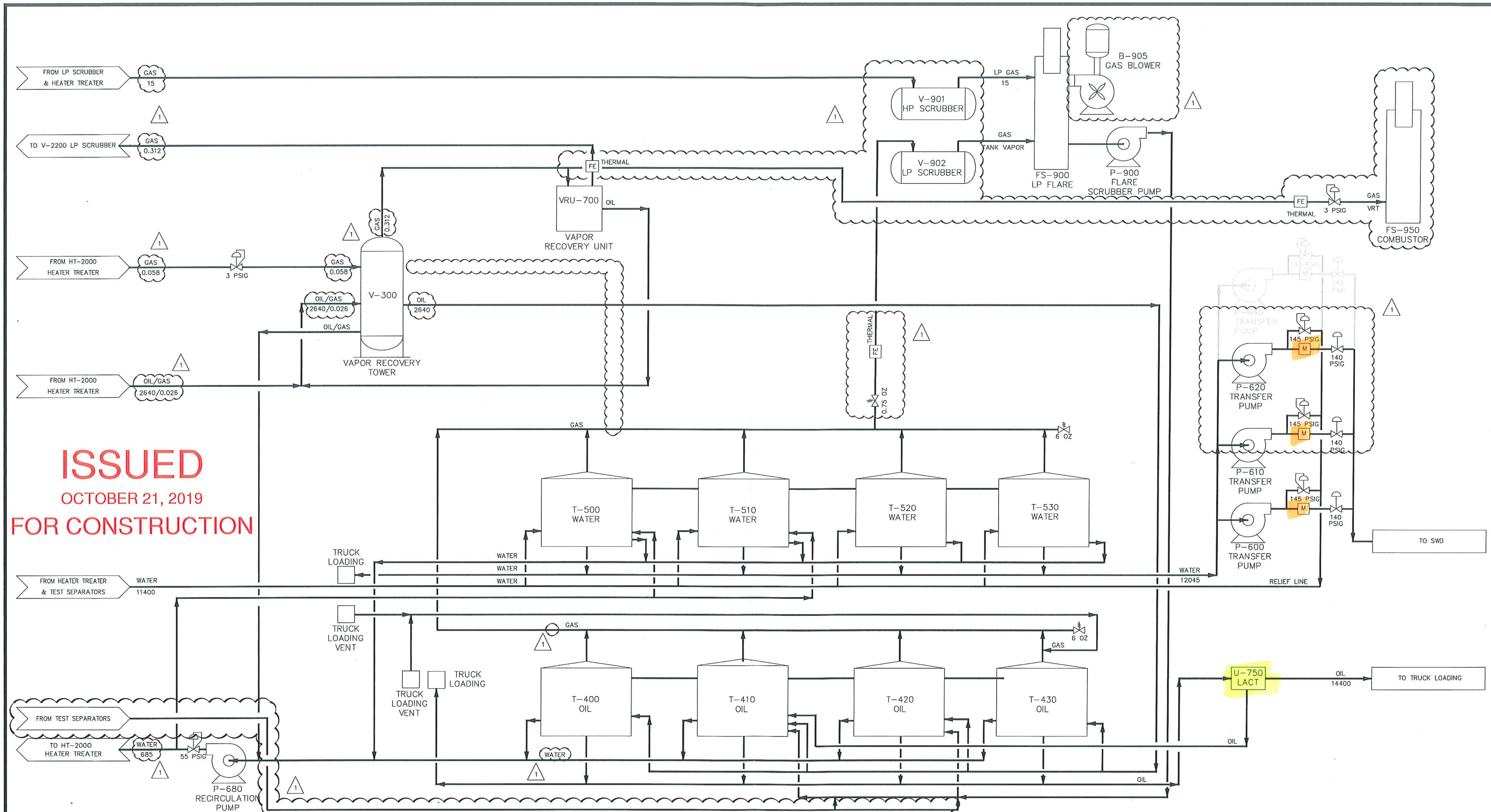
EDDY COUNTY NM

PLOT SCALE NONE

CAD NO.

DWG. NO. D-831

ATTACHMENT A



NOTE:

1. OIL/WATER/GAS BOPD/BWPD/MMSCFD
2. GIVEN PRODUCTION RATES 1270/6000/3.3 LOW PRESSURE
3. RATES INDICATED INCLUDE SLUG FLOW AND DUMP RATES
4. FUTURE PRODUCTION RATES 1600/9500/15

R:\01_Cimarex\9340 – Riverboat 12-1 WOPA 1H Add-On 1\9340\2. Eng., Design\2.1 Process\2.1.3 Drawings – PFDs\D-8319-10-102.dwg 20191021.173519

REFERENCE DRAWINGS

NO.	TITLE

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
0	11/16/18	ISSUED FOR CONSTRUCTION	MJB		
1	10/21/19	IFC-3S PROJ: 9340, 1 WELL ADD-ON	NR	VB	

3S SERVICES, LLC
3S Services, LLC
ENGINEERING & DESIGN
Ph: 432-687-5611 Midland, Texas 79705
WWW.3SENGINEERINGDESIGN.COM
TBPE FIRM REG. #13809
NM FIRM REG. #4545320
OKLA FIRM REG. #3712353615

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:	LR	10/26/18
DES:	MJB	10/26/18
CHK:		
APP:		
AFE No.		
FACILITY ENGR.	C. PAYNE	
PROJ. ENGR:	L. LINAM	
SCALE:	NONE	

CIMAREX
RIVERBOAT 12-1 WOPA 1H
PROCESS FLOW DIAGRAM
EDDY COUNTY NM
PLOT SCALE NONE
CAD NO.
DWG. NO. D-8319-10-102
REV 1

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

OCD-ARTESIA
REC'D: 8/12/2020

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	[2] Pool Code	[3] Pool Name
30-015-45304	98220	Purple sage; Wolfcamp (Gas) Kz

[4] Property Code	[5] Property Name	[6] Well Number
322503	RIVERBOAT 12/1 WOMD FEDERAL COM	1H
[7] OGRID NO.	**[8] Operator Name**	**[9] Elevation**
215099	CIMAREX ENERGY COMPANY	3265'

[10] Surface Location

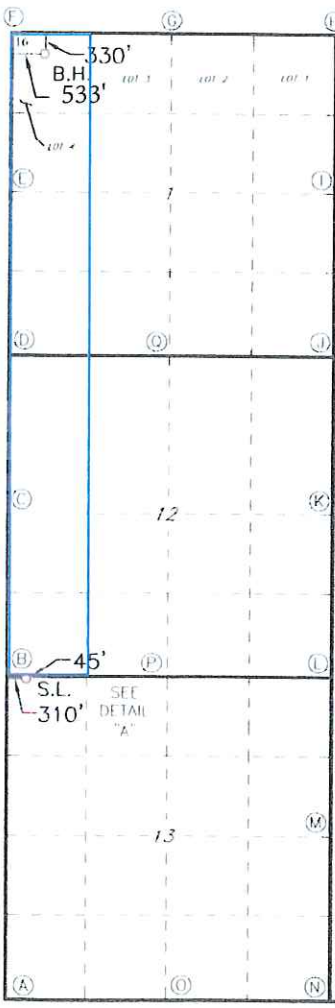
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
D	13	24S	26E		45	NORTH	310	WEST	EDDY

[11] Bottom Hole Location If Different From Surface SL

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	1	24S	26E		330	NORTH	553	WEST	EDDY

[12] Dedicated Acres	[13] Joint or Infill	[14] Consolidation Code	[15] Order No.
640.36			

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.



GEODETIC DATA
NAD 27 GRID – NM EAST

SURFACE LOCATION
N: 445358.3 – E: 524656.1
LAT: 32.2243818° N
LONG: 104.2536014° W

GEODETIC DATA
NAD 83 GRID – NM EAST

SURFACE LOCATION
N: 445416.1 – E: 565838.5
LAT: 32.2245006° N
LONG: 104.2541011° W

CORNER DATA
NAD 83 GRID – NM EAST

A: CALCULATED CORNER
N: 440160.6 – E: 565581.4

B: FOUND BRASS CAP "1968"
N: 445464.0 – E: 565528.1

C: FOUND BRASS CAP "1968"
N: 448117.8 – E: 565496.3

D: FOUND BRASS CAP "1968"
N: 450771.2 – E: 565465.1

E: FOUND BRASS CAP "1968"
N: 453387.1 – E: 565488.1

F: FOUND BRASS CAP "1968"
N: 456010.7 – E: 565511.5

G: FOUND BRASS CAP "1968"
N: 456025.2 – E: 568172.1

H: FOUND BRASS CAP "1968"
N: 456040.6 – E: 570833.1

I: FOUND BRASS CAP "1968"
N: 453378.3 – E: 570839.7

J: FOUND BRASS CAP "1968"
N: 450715.6 – E: 570845.6

K: FOUND BRASS CAP "1968"
N: 448065.7 – E: 570825.4

L: FOUND BRASS CAP "1968"
N: 445414.9 – E: 570824.5

M: FOUND BRASS CAP "1968"
N: 442765.3 – E: 570824.0

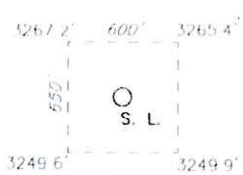
N: FOUND BRASS CAP "1968"
N: 440115.7 – E: 570822.3

O: FOUND BRASS CAP "1968"
N: 440136.5 – E: 568202.3

P: FOUND BRASS CAP "1968"
N: 445439.9 – E: 568176.4

Q: FOUND BRASS CAP "1968"
N: 450743.5 – E: 568155.7

DETAIL "A"



[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.

Fatima Vasquez 04/08/2020
Signature Date

Fatima Vasquez
Printed Name

fvasquez@cimarex.com
E-mail Address

[18] SURVEYOR CERTIFICATION

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

4-18-2017
Date of Survey

Signature and Seal of Professional Surveyor

ROBERT M. HOWETT NEW MEXICO 19680 PROFESSIONAL SURVEYOR

19680
Certificate Number

REV: 11/13/19 BHL

RRC-Job No.: LS1704186

EXHIBIT 3

RECEIVED

APR 2 5 2019

DISTRICT II-ARTESIA O.C.D.

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

[1] API Number	[2] Pool Code	[3] Pool Name
30-015-45305	98220	Purple Sage Wolfcamp (Gas)

[4] Property Code	[5] Property Name	[6] Well Number
322504	RIVERBOAT 12/1 WOPA FEDERAL COM	1H

[7] OGRID NO.	[8] Operator Name	[9] Elevation
215099	CIMAREX ENERGY COMPANY	3238'

[10] Surface Location

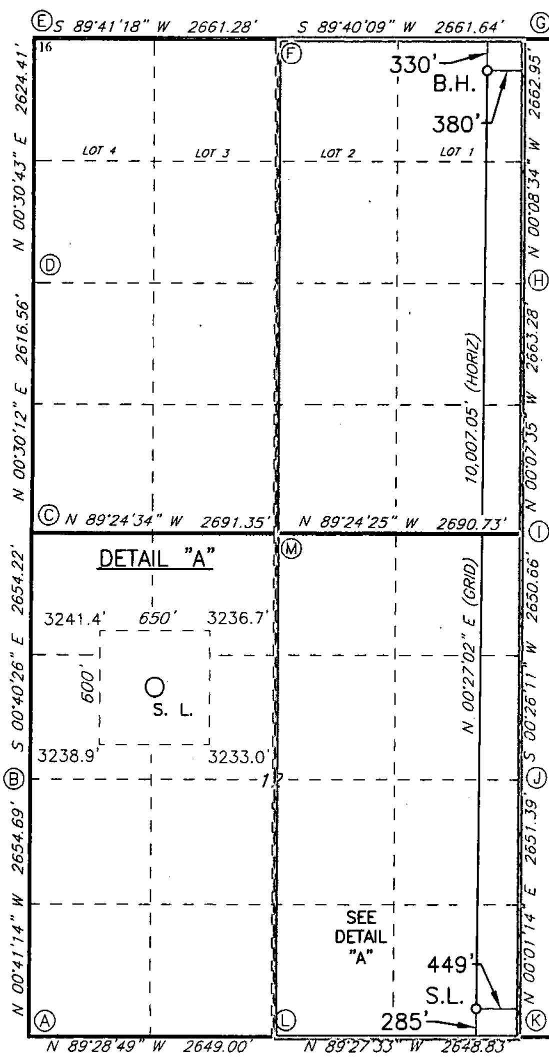
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
P	12	24S	26E		285	SOUTH	449	EAST	EDDY

[11] Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	1	24S	26E		330	NORTH	380	EAST	EDDY

[12] Dedicated Acres	[13] Joint or Infill	[14] Consolidation Code	[15] Order No.
640.12			

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.



GEODETIC DATA
NAD 83 GRID – NM EAST

SURFACE LOCATION
N: 445704.1 – E: 570375.3

LAT: 32.2252821° N
LONG: 104.2394290° W

BOTTOM HOLE
N: 455708.5 – E: 570454.0

LAT: 32.2527828° N
LONG: 104.2391462° W

CORNER DATA
NAD 83 GRID – NM EAST

A: FOUND BRASS CAP "1968"
N: 445464.0 – E: 565528.1

B: FOUND BRASS CAP "1968"
N: 448117.8 – E: 565496.3

C: FOUND BRASS CAP "1968"
N: 450771.2 – E: 565465.1

D: FOUND BRASS CAP "1968"
N: 453387.1 – E: 565488.1

E: FOUND BRASS CAP "1968"
N: 456010.7 – E: 565511.5

F: FOUND BRASS CAP "1968"
N: 456025.2 – E: 568172.1

G: FOUND BRASS CAP "1968"
N: 456040.6 – E: 570833.1

H: FOUND BRASS CAP "1968"
N: 453378.3 – E: 570839.7

I: FOUND BRASS CAP "1968"
N: 450715.6 – E: 570845.6

J: FOUND BRASS CAP "1968"
N: 448065.7 – E: 570825.4

K: FOUND BRASS CAP "1968"
N: 445414.9 – E: 570824.5

L: FOUND BRASS CAP "1968"
N: 445439.9 – E: 568176.4

M: FOUND BRASS CAP "1968"
N: 450743.5 – E: 568155.7

[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.

Amithy Crawford 10/23/2018
Signature Date

Amithy Crawford
Printed Name

acrawford@cimarex.com
E-mail Address

[18] SURVEYOR CERTIFICATION

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

10-19-2018
Date of Survey

Signature and Seal of Professional Surveyor

JEFFREY L. FANSLER
NEW MEXICO
10034
PROFESSIONAL SURVEYOR

19680
Certificate Number

Job No.: LS18101186

RWP 5-2-19

EXHIBIT
4

COPY

Federal Communitization Agreement

Contract No. ___________________

THIS AGREEMENT entered into as of the 1st day of February, 2020, 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 24 South, Range 26 East, N.M.P.M.
   Section 1: W/2
   Section 12: W/2
   Eddy County, New Mexico

   Containing **640.00** acres, and this agreement shall include only the Wolfcamp underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes 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., 600 N. Marienfeld, Suite 600, Midland, TX 79701. 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 owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas 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.

The communitized area approved in this Agreement contains unleased Federal lands. The value of 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, is such lands were leased, committed and entitle to participation, shall be payable as compensatory royalties to the Federal government. 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 from 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 February 1, 2020, 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.

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

1/11/2022
Date

By: ______________________
Bradley Cantrell, Attorney-In-Fact

DP

ACKNOWLEDGEMENT

STATE OF TEXAS)
)ss.
COUNTY OF MIDLAND)

On this 4th day of January, 2022, 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., a Delaware corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 126052368

3/26/2023
My Commission Expires

Kaimi Brownlee
Notary Public, State of Texas

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

Magnum Hunter Production, Inc.

1/1/22
Date

By: ______________________
Bradley Cantrell, Attorney-In-Fact

DP

ACKNOWLEDGEMENT

STATE OF TEXAS)
)ss.
COUNTY OF MIDLAND)

On this 4th day of January, 2022 before me, a Notary Public for the State of Texas, personally appeared Bradley Cantrell, known to me to be the Attorney-In-Fact of Magnum Hunter Production, Inc., a Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 126052368

3/26/2023
My Commission Expires

Kaimi Brownlee
Notary Public, State of Texas

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

Colgate Production, LLC

By: ______________________

______________________ Date

Title: ______________________

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

On this 14th day of February, 2022, before me, a Notary Public for the State of Texas, personally appeared Brandon Gawlik, known to me to be the Senior Vice President of Colgate Production, LLC, a Delaware LLC that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL) KATHRYN HANSON
Notary Public, State of Texas
Comm. Expires 08-18-2025
Notary ID 131250643

8/18/25
My Commission Expires

Kathryn Hanson
Notary Public, State of Texas

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

Veritas Permian Resources, LLC

1-24-2022
Date

By: Mark Schumacher MS

Title: PRESIDENT & COO

ACKNOWLEDGEMENT

STATE OF TEXAS)
) §
COUNTY OF TARRANT)

On this 24 day of JANUARY, 2022, before me, a Notary Public for the State of TEXAS, personally appeared MARK SCHUMACHER, known to me to be the PRESIDENT + COO of VERITAS PERMIAN RESOURCES, LLC a DELAWARE LLC that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL) MICHAEL T. STEVENSON Notary Public, State of Texas Comm. Expires 02-21-2025 Notary ID 129316319

2-21-2025
My Commission Expires

Notary Public, State of TEXAS

WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD

Dragisic Legacy, LLP

10/5/21
Date

By: [signature]

Title: Partner

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Midland)

On this 5 day of October, 2021, before me, a Notary Public for the State of Texas, personally appeared M Dragisic, known to me to be the Partner of Dragisic Legacy, a corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL) MATTHEW T. RITCHEY Notary Public, State of Texas Comm. Expires 12-15-2021 Notary ID 131382341

12-15-2021
My Commission Expires

[signature]
Notary Public, State of Texas

EXHIBIT "A"

Plat of communitized area covering **640.00** acres in W/2 of Section 1 and W/2 of Section 12, Township 24 South, Range 26 East, N.M.P.M., Eddy County, New Mexico, as written in Section 1 above.

RIVERBOAT 12/1 W0MD FED COM 1H

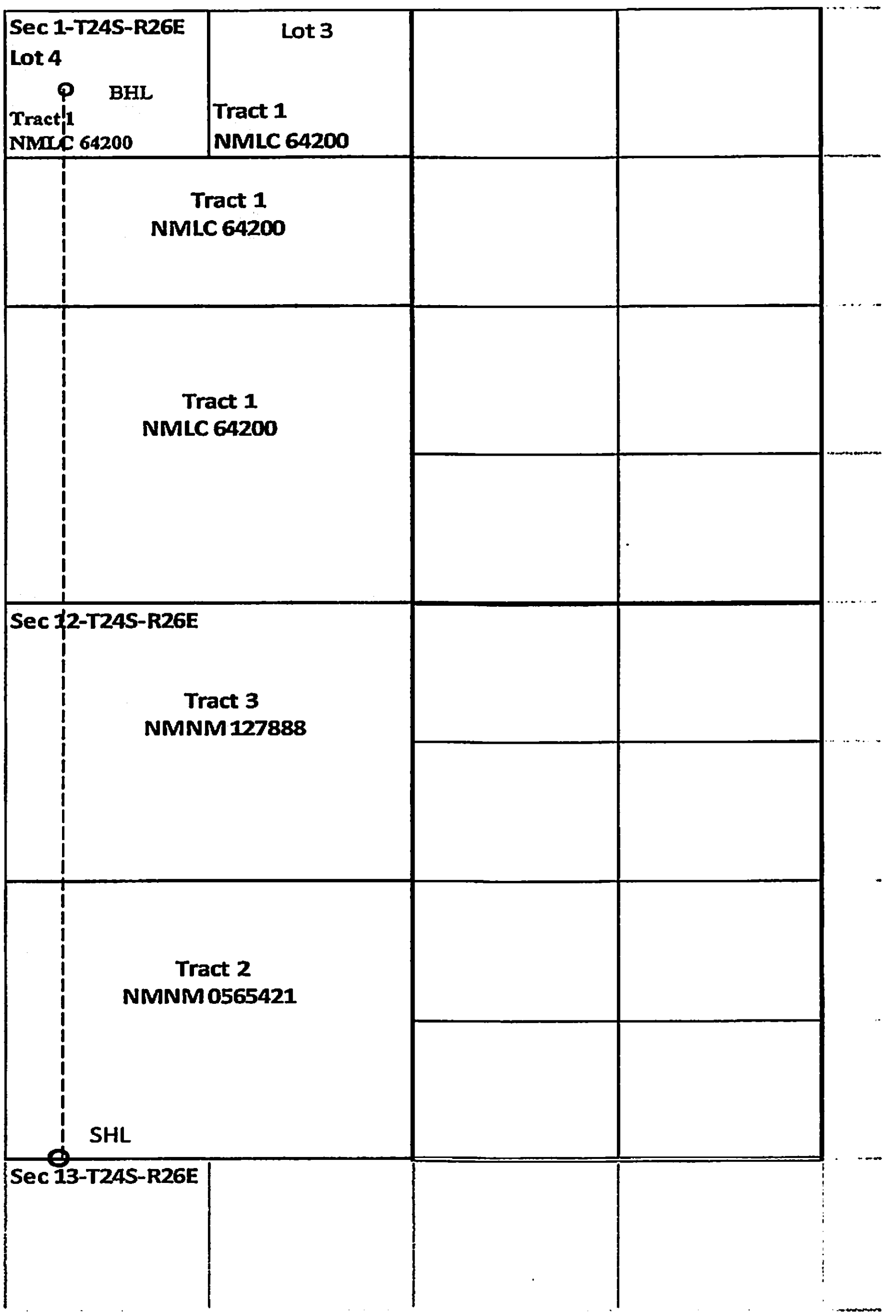


EXHIBIT "B"

To Communitization Agreement Dated February 1, 2020 embracing the following described land in W/2 of Sec 1-T24S-R26E and W/2 of Sec 12-T24S-R26E, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: Cimarex Energy Co.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMLC 64200

Description of Land Committed: Township 24 South, Range 26 East, N.M.P.M.
Section 1: Lots 3-4, S/2NW/4, SW/4,
Eddy County, New Mexico

Number of Acres: 320 acres

Name of Working Interest Owners:
Magnum Hunter Production, Inc..............50.00000000%
Coquina 74-B Exploration Program...........50.00000000%
Total: 100.00000000%

Tract No. 2

Lease Serial Number: NMLC 065421

Description of Land Committed: Township 24 South, Range 26 East, N.M.P.M.
Section 12: SW/4
Eddy County, New Mexico

Number of Gross Acres: 160.00 acres

Name of Working Interest Owners:
Magnum Hunter Production, Inc......100.00000000%

Tract No. 3

Lease Serial Number: NMNM 127888

Description of Land Committed: Township 24 South, Range 26 East, N.M.P.M.
Section 12: NW/4
Eddy County, New Mexico

Number of Gross Acres: 160.00 acres

Name of Working Interest Owners:
EOG A Resources, Inc...........................10.00000000%
EOG Y Resources, Inc. 90.00000000%
Total: 100.00000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	320.00	50.0000%
2	160.00	25.0000%
3	160.00	25.0000%
Total	640.00	100.0000%

COMMUNITIZATION AGREEMENT

COPY

Contract No.______________

THIS AGREEMENT, entered into as of the 1st day of January, 2019, 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 24 South, Range 26 East, N.M.P.M., Eddy County, New Mexico
   Section 12: East-Half (E/2)
   Section 1: Southeast Quarter (SE/4), South-Half of the Northeast Quarter (S/2NE/4), and Lots 1 (NE/4NE/4) & 2 (NW/4NE/4)

   Containing 640.12 acres, more or less, and this agreement shall include only the **Wolfcamp** Formation underlying said lands, and oil and gas and associated hydrocarbons 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 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. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the Owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer of the Bureau of Land Management.

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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

   All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

   It is agreed that for any 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 of 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. This agreement is effective **January 1, 2019** upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for so 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 sixty(60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during this 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.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United

States has an interest pursuant to applicable oil and gas regulations relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Operator

For: **Cimarex Energy Co.**

Signature: ______________________

By: Bradley Cantrell

Title: Attorney-In-Fact

Date:______________________

Address: Cimarex Energy Co.
6001 Deauville Blvd., Suite 300N
Midland, Texas 79706

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Bradley Cantrell as Attorney-In-Fact for **Cimarex Energy Co.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 2023.

____
Notary Public

My Commission Expires: 3/26/2027

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2027
Notary ID 126052368

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Working Interest & ORRI Owner

For: **Magnum Hunter Production Inc.**

Signature: ______________________

By: Bradley Cantrell

Title: Attorney-In-Fact

Date:______________________

Address: Magnum Hunter Production Inc.
6001 Deauville Blvd., Suite 300N
Midland, Texas 79706

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Bradley Cantrell, as Attorney-In-Fact for **Magnum Hunter Production Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 2023.

Kaimi Brownlee
Notary Public

My Commission Expires: 3/26/2027

KAIMI BROWNLEE
Notary Public, State of Texas
Comm. Expires 03-26-2027
Notary ID 126052368

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Lessee of Record

For: **EOG Resources Inc.**

Signature: ____________________

By: Matthew W. Smith

Title: Agent + Attorney-in-Fact

Date: 5/4/22

Address: EOG Resources
5509 Champions Dr.
Midland, Texas 79706

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Matthew. W. Smith, as Agent + Attorney-in-Fact for **EOG Resources Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of May, 2022.

Kimberly M. Smith
Notary Public

My Commission Expires: May 21, 2022

NOTARY PUBLIC STATE OF TEXAS
KIMBERLY M SMITH
Notary ID #129820041
My Commission Expires
May 21, 2022

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Lessee of Record and ORRI Owner

O'NEILL PROPERTIES, LTD.
By O'Neill Producing Company, Ltd.,
its Managing General Partner
By O'Neill Producing Management, LLC,
its General Partner

Joseph I. O'Neill, III, President
Date: 03-03-2022

Address: O'Neill Properties LTD
410 W. Ohio
Midland, Texas 77701

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 3rd day of March, 2022, by Joseph I. O'Neill, III, President of O'Neill Producing Management, LLC, a Texas limited liability company, General Partner of O'Neill Producing Co., Ltd., a Texas limited partnership, Managing General Partner of O'Neill Properties, Ltd. a Texas limited partnership, on behalf of said partnership.

TAMARA NAN VANNAMAN
My Notary ID # 2071484
Expires January 29, 2025

Notary Public, State of Texas

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Working Interest Owner

For: **Dragisic Legacy LLLP**

Signature: Margaret D.

By: Margaret Mary Dragisic

Title: Partner

Date: 8/2/2023

Address: Dragisic Legacy LLLP
PO Box 1852
Midland, Texas 79702

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Margaret Dragisic, as Partner for **Dragisic Legacy LLLP.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of August, 2023.

Notary Public

My Commission Expires: 07/31/2027

GORDON DAMAN
Notary Public, State Of Texas
Comm. Exp. 07-31-2027
Notary ID# 12463569-9

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

Working Interest and ORRI Owner

For: **Northern Oil and Gas Inc**

Signature: Jordan McGee AV

By: JORDAN McGEE

Title: VP - LAND ADMINISTRATION

Date: 10/14/2022

Address: Northern Oil and Gas Inc
4350 Baker Rd, Suite 400
Minnetonka, Minnesota 55343

ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ Minnesota §
§
COUNTY OF Hennepin §

The foregoing instrument was acknowledged before me by Jordan McGee, as VP-Land Administration for **Northern Oil and Gas Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of October, 2022.

Pamela D. McWhirter
Notary Public

My Commission Expires: 1/31/2025

PAMELA DIANE MCWHIRTER
Notary Public
Minnesota
My Commission Expires January 31, 2025

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Dragisic Legacy LLLP**

Signature: Margaret Dragisic

Date: 8/2/2023

Address: Dragisic Legacy LLLP
P.O. Box 1852
Midland, Texas 79702

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me by Margaret Dragisic as Partner for Dragisic Legacy LLLP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of August, 2023.

Gordon Daman
Notary Public

My Commission Expires: 07/31/2027

GORDON DAMAN
Notary Public, State Of Texas
Comm. Exp. 07-31-2027
Notary ID# 12463569-9

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Mewbourne Oil Company**

Signature: Corey Mitchell

By: Corey Mitchell

Title: Attorney-in-Fact

Date: 3·10·2022

Address: Mewbourne Oil Company
500 W. Texas Avenue, Suite 1200
Midland, Texas 79705

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF MIDLAND §
§

The foregoing instrument was acknowledged before me by COREY MITCHELL,
as ATTORNEY-IN-FACT for **Mewbourne Oil Company.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10TH day of MARCH, 2022.

Notary Public

My Commission Expires: 12/09/2023

NOTARY PUBLIC STATE OF TEXAS
John Bradley Dunn
My Commission Expires
12/09/2023
ID No. 130462676

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: ~~Vincent J. Duncan~~ Club Oil & Gas, Ltd LLC

Signature: [signature]

Date: 3/21/2022

Address: ~~Vincent J. Duncan~~ Club Oil & Gas, Ltd LLC
PO Box 3868
Englewood, Colorado 80155

ACKNOWLEDGMENT

THE STATE OF Colorado §
§
COUNTY OF Arapahoe §

The foregoing instrument was acknowledged before me by **Vincent J. Duncan** Jr.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of March, 2022.

Amber Leach
Notary Public

My Commission Expires: August 22, 2022

AMBER RENEE LEACH
Notary Public
State of Colorado
Notary ID # 20144033111
My Commission Expires 08-22-2022

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Mary Anderson Boll Family Trust**

Signature: Mary Anderson Boll Family Trust

By: Mary Lavelle Anderson

Title: Trustee

Date: April 13, 2022

Address: Mary Anderson Boll Family Trust
1213 Nobel Way
Flower Mound, Texas 75022

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me by Mary Lavelle Anderson as Trustee for **Mary Anderson Boll Family Trust.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of April, 2022.

Notary Public

Roberta Bryan
ID 13194486-9
My Commission Expires
March 25, 2023

My Commission Expires: 03/25/2023

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Roberta LeMore**

Signature: Roberta LeMore

Date: 3-30-22

Address: Roberta LeMore
1225 Bay Line Drive
Rockwall, Texas 75087

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Rockwall §
§

The foregoing instrument was acknowledged before me by **Roberta LeMore.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of March, 2022.

Notary Public

My Commission Expires: 11-10-2025

AMANDA CUNNINGHAM
Notary Public, State of Texas
Comm. Expires 11-10-2025
Notary ID 131347586

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Club Oil & Gas Ltd. LLC**

Signature: [signature]

By: VINCENT J DUNCAN JR

Title: PRESIDENT - CLUB OIL & GAS INC, AS MANAGER

Date: 3/21/2022

Address: Club Oil & Gas Ltd. LLC
PO Box 3868
Englewood, Colorado 80155

ACKNOWLEDGMENT

THE STATE OF Colorado §
§
COUNTY OF Arapahoe §

The foregoing instrument was acknowledged before me by VINCENT J. DUNCAN JR,

as PRESIDENT-CLUB OIL & GAS INC. AS MANAGER for **Club Oil & Gas Ltd.** LLC

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of March, 2022.

Amber Leach
Notary Public

AMBER RENEE LEACH
Notary Public
State of Colorado
Notary ID # 20144033111
My Commission Expires 08-22-20..

My Commission Expires: August 22, 2022

AMBER RENEE LEACH
Notary Public
State of Colorado
Notary ID # 20144033111
My Commission Expires 08-22-2022

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Raymond T. Duncan Oil Properties Ltd.**, By Duncan Oil, Inc. as AIF

Signature: ______________________

By: Kevin V. Duncan

Title: Executive Vice President

Date: 3/9/2022

Address: Raymond T. Duncan Oil Properties Ltd.
~~1777 South Harrison Street, Suite 1300~~ PO Box 17229
Denver, Colorado 8~~0210~~ 80217

ACKNOWLEDGMENT

THE STATE OF Colorado §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me by Kevin V. Duncan,

as Executive VP of Duncan Oil, Inc as AIF for **Raymond T. Duncan Oil Properties Ltd.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 2022.

____
Notary Public

My Commission Expires: 1/29/2026

DAWN WATSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104002720
MY COMMISSION EXPIRES JANUARY 29, 2026

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Walter Duncan Oil LLC**

Signature: J. Walter Duncan III

By: J. Walter Duncan, IV

Title: Manager

Date: March 9, 2022

Address: Walter Duncan Oil LLC
PO Box 467
Oklahoma City, Oklahoma 73101

ACKNOWLEDGMENT

THE STATE OF Oklahoma §
§
COUNTY OF Oklahoma §

The foregoing instrument was acknowledged before me by J. Walter Duncan, IV,

as Manager for **Walter Duncan Oil LLC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 2022.

J.L.R. Myles
Notary Public

NOTARY SEAL PUBLIC
JOHN L. MYLES
Notary Public
State of Oklahoma
Commission #21001025 Exp: 01/22/25

My Commission Expires: 1/22/2025

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Tim D. & Tashina A. Lilley**

Signature: ______________________

Date: 5-17-22

Address: Tim D. & Tashina A. Lilley
PO Box 310
Parker, Colorado 80134

ACKNOWLEDGMENT

THE STATE OF Colorado §
§
COUNTY OF Douglas §

The foregoing instrument was acknowledged before me by **Tim D. & Tashina A. Lilley.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of May, 2022.

____
Notary Public

My Commission Expires: 01/28/2026

DANIELLE LAFERRIERE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224004035
MY COMMISSION EXPIRES 01/28/2026

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Texas Redhand LLC**

Signature: ______________________

By: Joseph I. O'Neill, III

Title: Manager

Date: 03-03-2022

Address: Texas Redhand LLC
410 W. Ohio Avenue
Midland, Texas 79701

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 3rd day of March, 2022, by Joseph I. O'Neill, III, Manager of Texas Redhand, LLC, a Texas limited liability company.

TAMARA NAN VANNAMAN
My Notary ID # 2071484
Expires January 29, 2025

Tamara Nan Vannaman
Notary Public, State of Texas

TAMARA NAN VANNAMAN
My Notary ID # 2071484
Expires January 29, 2025

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Chad Barbe**

Signature: Chad Barbe

Date: MARCH 22, 2022

Address: Chad Barbe
PO Box 2107
Roswell, New Mexico 88202

ACKNOWLEDGMENT

THE STATE OF New Mexico §
§
COUNTY OF Chaves §

The foregoing instrument was acknowledged before me by **Chad Barbe.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 2022.

Debbi Jeffers
Notary Public

My Commission Expires: 9/30/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
DEBBI JEFFERS
COMMISSION # 1100371
EXPIRES SEPTEMBER 30, 2024

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **McMullen Minerals LLC**

Signature: ______________________

By: Tyler Leon

Title: Member

Date: 3/7/22

Address: McMullen Minerals LLC
PO Box ~~4470857~~ 470857
Fort Worth, Texas 76147

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §
§

The foregoing instrument was acknowledged before me by Tyler Leon,

as Member for **McMullen Minerals LLC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of March, 2022.

____
Notary Public

My Commission Expires: 6-18-22

TIMOTHY EDWARD HUTCHINSON
NOTARY PUBLIC - STATE OF TEXAS
ID# 131612478
COMM. EXP. 06-18-2022

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Nilo Operating Company**

Signature: ______________________

By: Matthew W. Smith

Title: Agent & Attorney-in-fact

Date: 5/4/22

Address: Nilo Operating Company
5509 Champions Dr.
Midland, Texas 79706

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by Matthew W. Smith, as Agent & Attorney-in-Fact for **Nilo Operating Company.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of May, 2022.

Kimberly M. Smith
Notary Public

My Commission Expires: May 21, 2022

KIMBERLY M SMITH
Notary ID #129820041
My Commission Expires
May 21, 2022

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

HOSP MINERALS, L.L.C.
a Texas Limited Liability Company

BY:______________________
Joseph I. O'Neill, III, Trustee of the Trust u/w/o Catherine C. O'Neill for benefit of Helen O'Neill Schwab and as Manager of HOSP Minerals, L.L.C.

Date: 03-08-2022

Address: Hosp Mineral LLC
410 West Ohio
Midland, Texas 79701

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 8th day of March, 2022, by Joseph I. O'Neill, III, as Trustee of the Trust u/w/o Catherine C. O'Neill for the benefit of Helen O'Neill Schwab and as Manager of HOSP Minerals, L.L.C., a Texas limited liability company on behalf of said limited liability company.

TAMARA NAN VANNAMAN
My Notary ID # 2071484
Expires January 29, 2025

Notary Public, State of Texas

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **E. T. Anderson IV**

Signature: E.T. Anderson IV

Date: March 9, 2022

Address: E.T. Anderson IV
2521 Humble
Midland, Texas 79705

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me by **E.T. Anderson IV.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, 2022.

Tamara Nan Vannaman
Notary Public

My Commission Expires:____________

TAMARA NAN VANNAMAN
My Notary ID # 2071484
Expires January 29, 2025
NOTARY PUBLIC STATE OF TEXAS

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Edwina ~~Brokaw~~** Millington

Signature: Edwina S. Millington

Date: Aug. 15, 2022

Address: Edwina ~~Brokaw~~ Millington
86 Amory Lane
Middlebury, Vermont 05753

ACKNOWLEDGMENT

THE STATE OF Vermont §
COUNTY OF Addison §
§

The foregoing instrument was acknowledged before me by **Edwina Brokaw.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 2022.

Jean M Gerry
Notary Public

My Commission Expires: 01/31/2023

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **David E. Kuhler**

Signature: [signature]

Date: 4-1-2022

Address: David E. Kuhler
1209 Bellevue Street
Galena, Kansas 66739

ACKNOWLEDGMENT

THE STATE OF Kansas §
COUNTY OF Cherokee §
§

The foregoing instrument was acknowledged before me by **David E. Kuhler.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of April, 2022.

[signature: Lexie Magee]
Notary Public

My Commission Expires: 08-22-2025

Notary Public - State of Kansas
LEXIE MAGEE
My appointment expires 08-22-2025

IN WITNESS HEREOF, the parties hereto have joined this agreement the day and year first above written and each have set opposite its respective name, the date of signature by its authorized representative acknowledging same.

ORRI Owner

For: **Amy Kuhler Groff**

Signature: Amy Kuhler Groff

Date: 3-18-22

Address: Amy Kuhler Groff
208 Simmons Drive
Coppell, Texas 75019

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me by **Amy Kuhler Groff.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of March, 2022.

Ashley Roman
Notary Public

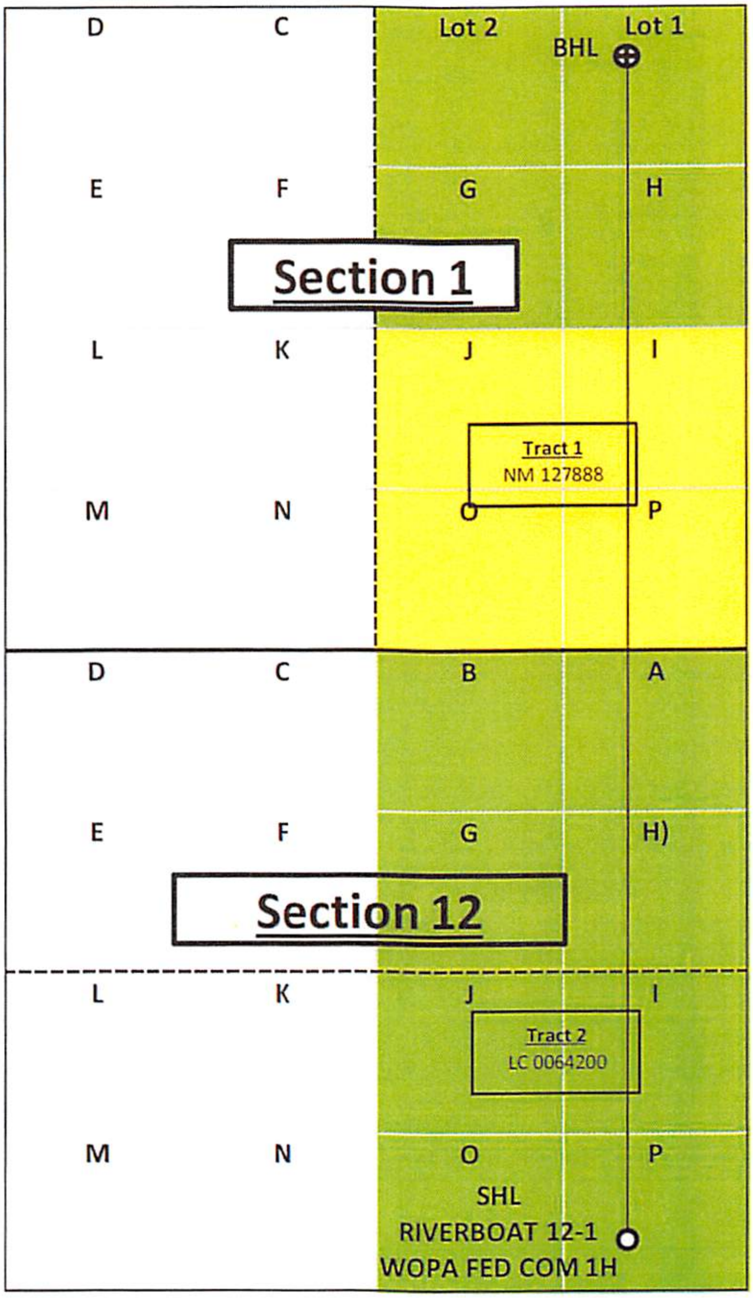
My Commission Expires: 09-11-2024

ASHLEY ROMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-11-24
Notary ID # 13287387-3

Exhibit "A"

To Communitization Agreement dated January 1, 2019, Township 24 South, Range 26 East, East-Half (E/2) of Section 12, and Southeast Quarter (SE/4), South-Half of Northeast Quarter (S/2NE/4), and Lots 1 & 2 of Section 1, containing 640.12 acres, more or less.

SECTION 12 & 1, T24S/R26E, N.M.P.M., EDDY CO., NM



Tract 1: Federal LC 0064200, E/2 Section 12; Lots 1 & 2, and S/2NE/4 Section 1, containing 480.12 acres more or less

Tract 2: Federal NM 127888, SE/4 Section 1, containing 160.00 acres, more or less

End of Exhibit "A"

EXHIBIT "B"

To Communitization Agreement dated January 1, 2019, Township 24 South, Range 26 East, East-Half (E/2) of Section 12, and Southeast Quarter (SE/4), South-Half of Northeast Quarter (S/2NE/4), and Lots 1 & 2 of Section 1, containing 640.12 acres, more or less.

Operator of Communitized Area: Cimarex Energy Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No:	NMLC-0064200	
Lease Date:	September 1, 1948	
Lease Term:	Five (5) years	
Lessor:	United States of America	
Original Lessee:	T.O. Shappell	100.0000%
Present Lessee	O'Neill Properties Ltd.	100.0000%
Committed Lands	Township 24 South-Range 26 East, Eddy County, New Mexico Section 12: E/2 Section 1: S/2 NE/4 and Lots 1 & 2	
Number of Gross Acres	480.12	
Number of Net Acres	480.12	
Royalty Rate	1/8th (12.5%)	
Pooling Clause	Yes	
Name and Percent of ORRI Owners:	Jeffery Lynn Whitehead	01.0156%
	Traverse Exploration LLC	01.0156%
	BRILI LLC	00.2031%
	Tim D. & & Tashina A. Lilley	00.2031%
	Escondido Oil & Gas LLC	00.3174%
	Chad Barbe	00.4063%
	Justin & Sara Nine	00.0508%
	McMullen Minerals LLC	00.0680%
	Pegasus Resources LLC	00.7825%

	Roberta Lemore	00.4102%
	David E. Kuhler	00.1025%
	Amy Kuhler Groff	00.1025%
	Michael A. Kuhler	00.1025%
	Richard E. Kuhler	00.1025%
	Mewbourne Oil Company	01.2702%
	Texas Redhand LLC	00.9443%
	HOSP Minerals LLC	00.9443%
	Simone Huys O'Neill LLC	00.9443%
	Michael T.O. O'Neill	00.9443%
	O'Neill Properteis LTD.	00.3387%
	E.T. Anderson IV	00.0400%
	Mary Anderson Boll Family Trust	00.0400%
	Club Oil & Gas Ltd.	00.1011%
	Raymond T. Duncan Oil LLC	00.1478%
	Walter Duncan Oil LLC	00.3649%
	Clare Lundbeck Fraser	00.0446%
	Coquina 74-B Exploration Program	01.4106%
	Magnum Hunter Production Inc.	02.1033%
	LOBO Exploration LLC	00.0023%
	Dragisic Legacy LLLP	00.0009%
	Vincent J. Duncan	00.0077%
	Edwina Brokaw	00.0053%
Name and Percent of WI Owners:	Magnum Hunter Production Inc	93.6595%
	Dragisic Legacy LLLP	00.0881%
	Veritas Permian Resources LLC	06.2524%

Tract No. 2

Lease Serial No:	NMNM-127888	
Lease Date:	April 1, 2012	
Lease Term:	Ten (10) Years	
Lessor:	United State of America	
Original Lessee:	Yates Petroleum Corporation	90.0000%
	ABO Petroleum Corporation	10.0000%
Present Lessee	EOG Resources Inc.	100.0000%
Committed Lands	<u>Township 24 South-Range 26 East, Eddy County, New Mexico</u> Section 1: SE/4	

Number of Gross Acres	160.00	
Number of Net Acres	160.00	
Royalty Rate	1/8th (12.5%)	
Pooling Clause	Yes	
Name and Percent of ORRI Owners:	Nilo Operating Company	09.8500%
	Coquina 74-B Exploration Program	01.4106%
	Magnum Hunter Production Inc.	02.1033%
	Lobo Exploration LLC	00.0023%
	Dragisic Legacy LLLP	00.0009%
	Vincent J. Duncan	00.0077%
	Edwina Brokaw	00.0053%
Name and Percent of WI Owners:	Magnum Hunter Production Inc	93.6596%
	Dragisic Legacy LLLP	00.0881%
	Veritas Permian Resources LLC	06.2523%

RECAPITULATION SCHEDULE

Tract No.	No. of Acres Committed	% of Interest in Comm. Area	Lease
1	480.12	75.0047%	NMLC-0064200
2	160.00	24.9953%	NMNM-127888
TOTAL	**640.12**	**100.0000%**	

End of Exhibit "B"

BriLi LLC	18720 N 101st Street Unit 3021	Scottsdale	AZ	85255
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
Chad Barbe	PO Box 2107	Roswell	NY	88202
Clare Lundbeck Fraser	133 E 64th St	New York	OK	10065
Club Oil & Gas, Ltd.	PO Box 467	Oklahoma City	TX	73101
Coquina 74-B Exploration Program	200 Bldg of the Southwest	Midland	TX	79701
Crown Oil Partners VI, LLC	PO Box 50820	Midland	TX	79710
Crump Energy Partners III, LLC	PO Box 50820	Midland	TX	79710
Dragisic Legacy, LLP	PO Box 1852	Midland	TX	79702
E.T. Anderson IV	2521 Humble	Midland	TX	75214
E.T. Anderson IV, Trustee of the Mary Anderson Boll Family Trust	2521 Humble	Midland	TX	75214
E.T. Anderson IV, Trustee of the Mary Anderson Boll Family Trust	6858 Tokalon Dr.	Dallas	TX	75214
Edwina Brokaw	86 Amory Ln	Middlebury	VT	5753
Escondido Oil & Gas, LLC	PO Box 395	Roanoke	TX	76262
Evelyin Hamilton Coninc, as separate propoerty	5003 Brunswick Cir	Midland	TX	79705
HOSP Minerals, LLC	410 W. Ohio Ave	Midland	TX	79701
Jeffrey Lynn Whitehead, separate property	4514 11th St	Lubbock	TX	79416
Justin Nine, et ux.	1900 Larkspur Dr	Golden	CO	80401
Kimberly Goodwin Somerville, as Separate Propoerty	111 Sailfish St	Lakeway	TX	78734
Martha Holland Conine, as separate property	723 W Dengar 2B	Midland	TX	79705
McMullen Minerals, LLC	PO Box 470857	Fort Woth	TX	76147
Mewboune Oil Co.	PO Box 7698	Tyler	TX	75711
Michael T. O'Neill	PO Box 2840	Midland	TX	79702
N.C. Dragisic	1706 Ward	Midland	TX	75214
Nilo Operating Co.	PO Box 840321	Dallas	TX	75284
O'Neill Properties, Ltd.	PO Box 2840	Midland	TX	79702
Patricia Virginia Scoby Trust Edward V. Scoby Jr Trustee	477 Pineswoods Dr.	North Barrington	IL	60010
Pegasus Resources, LLC	PO Box 470698	Fort Worth	TX	76147
Petroleo, LLC	306 W 7th Street Suite 702	Fort Worth	TX	76102
Raymond T. Duncan Oil Properties	100 Park Ave Ste 1200	Oklahoma City	OK	73102
Simone Huys O'Neill, LLC	7778 Madrilena Way	Carlsbad	CA	92009
Texas Oil and Mineral Co., LLC	PO Box 10906	Midland	TX	79702
Texas Redhand, LLC, ATTN Shanna Pitts	410 W. Ohio Ave	Midland	TX	79701
Tim Lilley, et ux.	PO Box 310	Parker	CO	80134
Traverse Exploration, LLC	PO Box 1754	Midland	TX	79702
Vincent J. Duncan	2300 S Tower 600 - 17th St	Denver	CO	80202
Walter Duncan Oil, LLC	PO Box 467	Oklahoma City	OK	73101

EXHIBIT
5

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

February 9, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Sections 1 and 12, Township 24 South, Range 26 East, NMPM, Eddy County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from the date the Division receives the application at the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

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

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

Sincerely,

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

Coterra - Riverboat Commingling
Postal Delivery Report

9414811898765409052715	BriLi LLC	18720 N 101st St Unit 3021	Scottsdale	AZ	85255-3015	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052753	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your item was delivered to the front desk, reception area, or mail room at 12:07 pm on February 12, 2024 in SANTA FE, NM 87508.
9414811898765409052760	Chad Barbe	PO Box 2107	Roswell	NM	88202-2107	Your item departed our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on February 12, 2024 at 10:49 pm. The item is currently in transit to the destination.
9414811898765409052708	Clare Lundbeck Fraser	133 E 64th St	New York	NY	10065-7045	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052791	Club Oil & Gas, Ltd.	PO Box 467	Oklahoma City	OK	73101-0467	Your item departed our USPS facility in AMARILLO TX DISTRIBUTION CENTER on February 12, 2024 at 9:51 pm. The item is currently in transit to the destination.
9414811898765409052746	Coquina 74-B Exploration Program	200 Bldg Of The Southwest	Midland	TX	79701	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052784	Crown Oil Partners VI, LLC	PO Box 50820	Midland	TX	79710-0820	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.

9414811898765409052739	Crump Energy Partners III, LLC	PO Box 50820	Midland	TX	79710-0820	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052951	Dragisic Legacy, LLP	PO Box 1852	Midland	TX	79702-1852	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052968	E.T. Anderson IV	2521 Humble Ave	Midland	TX	79705-8407	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052920	E.T. Anderson IV, Trustee of the Mary Anderson Boll Family Trust	2521 Humble Ave	Midland	TX	79705-8407	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052906	E.T. Anderson IV, Trustee of the Mary Anderson Boll Family Trust	6858 Tokalon Dr	Dallas	TX	75214-3727	Your item arrived at our DALLAS TX DISTRIBUTION CENTER destination facility on February 12, 2024 at 4:44 pm. The item is currently in transit to the destination.
9414811898765409052999	Edwina Brokaw	86 Amory Ln	Middlebury	VT	05753-4506	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.

9414811898765409052944	Escondido Oil & Gas, LLC	PO Box 395	Roanoke	TX	76262-0395	Your item arrived at our FORT WORTH TX DISTRIBUTION CENTER destination facility on February 12, 2024 at 7:37 am. The item is currently in transit to the destination.
9414811898765409052982	Evelyin Hamilton Coninc, as separate propoerty	5003 Brunswick Cir	Midland	TX	79705-2607	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052937	HOSP Minerals, LLC	410 W Ohio Ave	Midland	TX	79701-4331	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052975	Jeffrey Lynn Whitehead, separate property	4514 11th St	Lubbock	TX	79416-4816	Your item departed our USPS facility in LUBBOCK TX DISTRIBUTION CENTER on February 12, 2024 at 10:49 pm. The item is currently in transit to the destination.
9414811898765409052654	Justin Nine, et ux.	1900 Larkspur Dr	Golden	CO	80401-9114	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765409052623	Kimberly Goodwin Somerville, as Separate Propoerty	111 Sailfish St	Lakeway	TX	78734-4344	Your item arrived at our AUSTIN TX DISTRIBUTION CENTER destination facility on February 12, 2024 at 2:23 pm. The item is currently in transit to the destination.

9414811898765409052609	Martha Holland Conine, as separate property	723 W Dengar Ave Apt 2B	Midland	TX	79705-5337	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052692	McMullen Minerals, LLC	PO Box 470857	Fort Worth	TX	76147-0857	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052647	Mewboune Oil Co.	PO Box 7698	Tyler	TX	75711-7698	Your item arrived at our COPPELL TX DISTRIBUTION CENTER destination facility on February 12, 2024 at 9:54 am. The item is currently in transit to the destination.
9414811898765409052630	Michael T. ONeill	PO Box 2840	Midland	TX	79702-2840	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052678	N.C. Dragisic	1706 Ward St	Midland	TX	79705-8432	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052111	Nilo Operating Co.	PO Box 840321	Dallas	TX	75284-0321	Your item arrived at our DALLAS TX DISTRIBUTION CENTER destination facility on February 12, 2024 at 4:44 pm. The item is currently in transit to the destination.

9414811898765409052159	ONeill Properties, Ltd.	PO Box 2840	Midland	TX	79702-2840	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052166	Patricia Virginia Scoby Trust Edward V. Scoby Jr Trustee	477 Pinewoods Dr	North Barrington	IL	60010-2280	Your item arrived at our PALATINE IL DISTRIBUTION CENTER destination facility on February 12, 2024 at 9:51 am. The item is currently in transit to the destination.
9414811898765409052104	Pegasus Resources, LLC	PO Box 470698	Fort Worth	TX	76147-0698	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052197	Petroleo, LLC	306 W 7th St Ste 702	Fort Worth	TX	76102-4906	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052142	Raymond T. Duncan Oil Properties	100 Park Ave Ste 1200	Oklahoma City	OK	73102-8004	Your item departed our USPS facility in AMARILLO TX DISTRIBUTION CENTER on February 12, 2024 at 9:51 pm. The item is currently in transit to the destination.
9414811898765409052180	Simone Huys ONeill, LLC	7778 Madrilena Way	Carlsbad	CA	92009-8130	Your item arrived at our SAN DIEGO CA DISTRIBUTION CENTER destination facility on February 12, 2024 at 2:06 pm. The item is currently in transit to the destination.

Coterra - Riverboat Commingling
Postal Delivery Report

9414811898765409052135	Texas Oil and Mineral Co., LLC	PO Box 10906	Midland	TX	79702-7906	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052357	Texas Redhand, LLC, ATTN Shanna Pitts	410 W Ohio Ave	Midland	TX	79701-4331	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052302	Tim Lilley, et ux.	PO Box 310	Parker	CO	80134-0310	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765409052395	Traverse Exploration, LLC	PO Box 1754	Midland	TX	79702-1754	Your package is moving within the USPS network and is on track to be delivered by the expected delivery date. It is currently in transit to the next facility.
9414811898765409052340	Vincent J. Duncan	600 17th St 2300 S Tower	Denver	CO	80202-5402	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765409052388	Walter Duncan Oil, LLC	PO Box 467	Oklahoma City	OK	73101-0467	Your item departed our USPS facility in AMARILLO TX DISTRIBUTION CENTER on February 12, 2024 at 9:51 pm. The item is currently in transit to the destination.

From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	Paula M. Vance
Cc:	McClure, Dean, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls, Christopher; Roberts, Kelly, EMNRD
Subject:	Approved Administrative Order CTB-1114
Date:	Thursday, March 28, 2024 5:12:49 PM
Attachments:	CTB1114 Order.pdf

NMOCD has issued Administrative Order CTB-1114 which authorizes Cimarex Energy Company (215099) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-45305	Riverboat 12 1 W0PA Federal Com #1H	E/2 E/2	1-24S-26E 12-24S-26E	98220
30-015-45304	Riverboat 12 1 W0MD Federal Com #1H	W/2 W/2	1-24S-26E 12-24S-26E	98220

The administrative order is attached to this email and can also be found online at OCD Imaging.

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 contact me.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

Carlsbad Current Argus.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005879398

This is not an invoice

HOLLAND AND HART
PO BOX 2208

SANTA FE, NM 87504-2208

I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

02/11/2024

Keegan Moran
Legal Clerk

Subscribed and sworn before me this February 11, 2024:

Kathleen Allen
State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005879398
PO #: Riverboat NOP Eddy
\# of Affidavits 1

This is not an invoice

Legal Notice (Publication)

To: All affected parties, including: BriLi LLC; Bureau of Land Management; Chad Barbe, his heirs and devisees; Clare Lundbeck Fraser, her heirs and devisees; Club Oil & Gas, Ltd.; Coquina 74-B Exploration Program; Crown Oil Partners VI, LLC; Crump Energy Partners III, LLC; Dragisic Legacy, LLP; E.T. Anderson IV, his or her heirs and devisees; E.T. Anderson IV, Trustee of the Mary Anderson Boll Family Trust; Edwina Brokaw, her heirs and devisees; Escondido Oil & Gas, LLC; Evelyin Hamilton Coninc, as separate propoerty, her heirs and devisees; HOSP Minerals, LLC; Jeffrey Lynn Whitehead, separate property, his heirs and devisees; Justin Nine, et ux., his heirs and devisees; Kimberly Goodwin Somerville, as Separate Property, her heirs and devisees; Martha Holland Conine, as separate property, her heirs and devisees; McMullen Minerals, LLC; Mewboune Oil Co.; Michael T. O'Neill, his heirs and devisees; N.C. Dragisic, his or her heirs and devisees; Nilo Operating Co.; O'Neill Properties, Ltd.; Patricia Virginia Scoby Trust Edward V. Scoby Jr Trustee; Pegasus Resources, LLC; Petroleo, LLC; Raymond T. Duncan Oil Properties; Simone Huys O'Neill, LLC; Texas Oil and Mineral Co., LLC; Texas Redhand, LLC; Tim Lilley, et ux., his heirs and devisees; Traverse Exploration, LLC; Vincent J. Duncan, his heirs and devisees; Walter Duncan Oil, LLC; MHPI (Sigyn Lund pooled interest); Estate of Norvell Goodwin, Deceased; Estate of Roberta Lurline Thompson, Deceased, and Lurline Frischkorn Thompson, his or her heirs and devisees.

Application of Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Sections 1 and 12, Township 24 South, Range 26 East, NMPM, Eddy County, New Mexico (the "Lands"). Cimarex Energy Company ("Cimarex") (OGRID No. 215099), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the **Riverboat 12-1 W0PA Fed Com 1 Tank Battery** insofar as all existing and future infill wells drilled in the following spacing units:

(a) The 640.36-acre spacing unit comprised of the E/2 of Sections 1 and 12, in the Purple Sage Wolfcamp (gas) [98220] – currently dedicated to the **Riverboat 12/1 W0PA Federal Com 1H** (API. No. 30-015-45305);
(b) The 640.36-acre spacing unit comprised of the W/2 of Sections 1 and 12, in the Purple Sage Wolfcamp (gas) [98220] – currently dedicated to the **Riverboat 12/1 W0MD Federal Com 1H** (API. No. 30-015-45304); and
(c) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools connected to the Riverboat 12-1 W0PA Fed Com 1 Tank Battery* (located in the SE/4 SE/4 (Lot 1) of Section 12) with notice provided only to the interest owners whose interest in the production is to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this

application, please contact Cassie Culpepper, Coterra Energy Inc., (432) 620-1641 or cassie.culpepper@coterra.com.
#5879398, Current Argus, February 11, 2024

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

APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY CIMAREX ENERGY COMPANY **ORDER NO. CTB-1114**

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. Cimarex Energy Company ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified 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. To the extent that ownership is diverse, 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 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.
6. 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 identified in Exhibit A.
7. 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 ("Pooled Area"), as described in Exhibit B.

CONCLUSIONS OF LAW

8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 identified in Exhibit A.

   Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified 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 identified 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 identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. For each Pooled Area described in Exhibit B, 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 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 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 Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the 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 identified 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 identified 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

______________________________ **DATE:** 3/28/24

DYLAN M. FUGE
DIRECTOR (ACTING)

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1114
Operator: Cimarex Energy Company (215099)
Central Tank Battery: Riverboat 12 1 W0PA Federal Com 1 Tank Battery
Central Tank Battery Location: UL P, Section 12, Township 24 South, Range 26 East
Gas Title Transfer Meter Location: UL P, Section 12, Township 24 South, Range 26 East

Pools

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

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105454814 (NMLC 0064200)	N/2, SW/4	1-24S-26E
	E/2	12-24S-26E
NMNM 105687374 (127888)	SE/4	1-24S-26E
	NW/4	12-24S-26E
NMNM 105556681 (NMLC 0065421)	SW/4	12-24S-26E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-45305	Riverboat 12 1 W0PA Federal Com #1H	E/2	1-24S-26E	98220
		E/2	12-24S-26E	
30-015-45304	Riverboat 12 1 W0MD Federal Com #1H	W/2	1-24S-26E	98220
		W/2	12-24S-26E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: CTB-1114
Operator: Cimarex Energy Company (215099)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp NMNM 106319488	E/2 E/2	1-24S-26E 12-24S-26E	640.12	A
CA Wolfcamp NMNM 105770961	W/2 W/2	1-24S-26E 12-24S-26E	640.36	B

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105454814 (NMLC 0064200)	NE/4 E/2	1-24S-26E 12-24S-26E	480.12	A
NMNM 105687374 (127888)	SE/4	1-24S-26E	160	A
NMNM 105454814 (NMLC 0064200)	W/2	1-24S-26E	320.36	B
NMNM 105687374 (127888)	NW/4	12-24S-26E	160	B
NMNM 105556681 (NMLC 0065421)	SW/4	12-24S-26E	160	B

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 Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 314259

CONDITIONS

Operator: CIMAREX ENERGY CO. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 314259
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	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 contact me.	3/28/2024