

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.**

Print or Type Name

*PakmVr*

Signature

Date

Phone Number

e-mail Address



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

July 29, 2024

**VIA ONLINE FILING**

Dylan Fuge, Division Director (Acting)  
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, off-lease measure, and off-lease store from spacing units comprised of the E/2 of Section 29 and the NE/4 of Section 32, Township 23 South, Range 32 East, NMPM, Lea 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), off-lease store, off-lease measure, and off-lease market diversely owned oil and gas production at the **James 20&29 Tank Battery** *insofar as all existing and future infill wells drilled in the following spacing units:*

- (a) The 240-acre spacing unit comprised of the E/2 E/2 of Section 29 and the E/2 NE/4 of Section 32, in the Sand Dunes Bone Spring, South [53805] – currently dedicated to the **James 29-32 Federal Com 31H** (API. No. 30-025-52012);
- (b) The 240-acre spacing unit comprised of the W/2 E/2 of Section 29 and the W/2 NE/4 of Section 32, in the Sand Dunes Bone Spring, South [53805] – currently dedicated to the **James 29-32 Federal Com 32H** (API. No. 30-025-52013); 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 James 20&29 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 James 20&29 Tank Battery, located off the project area in the NE/4 NW/4 of Section 29, requiring approval under 19.15.23.9 NMAC. Each well is equipped with a three-phase separator and metered off-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.



**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, 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 State Land Office and Bureau of Land Management since state and 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.

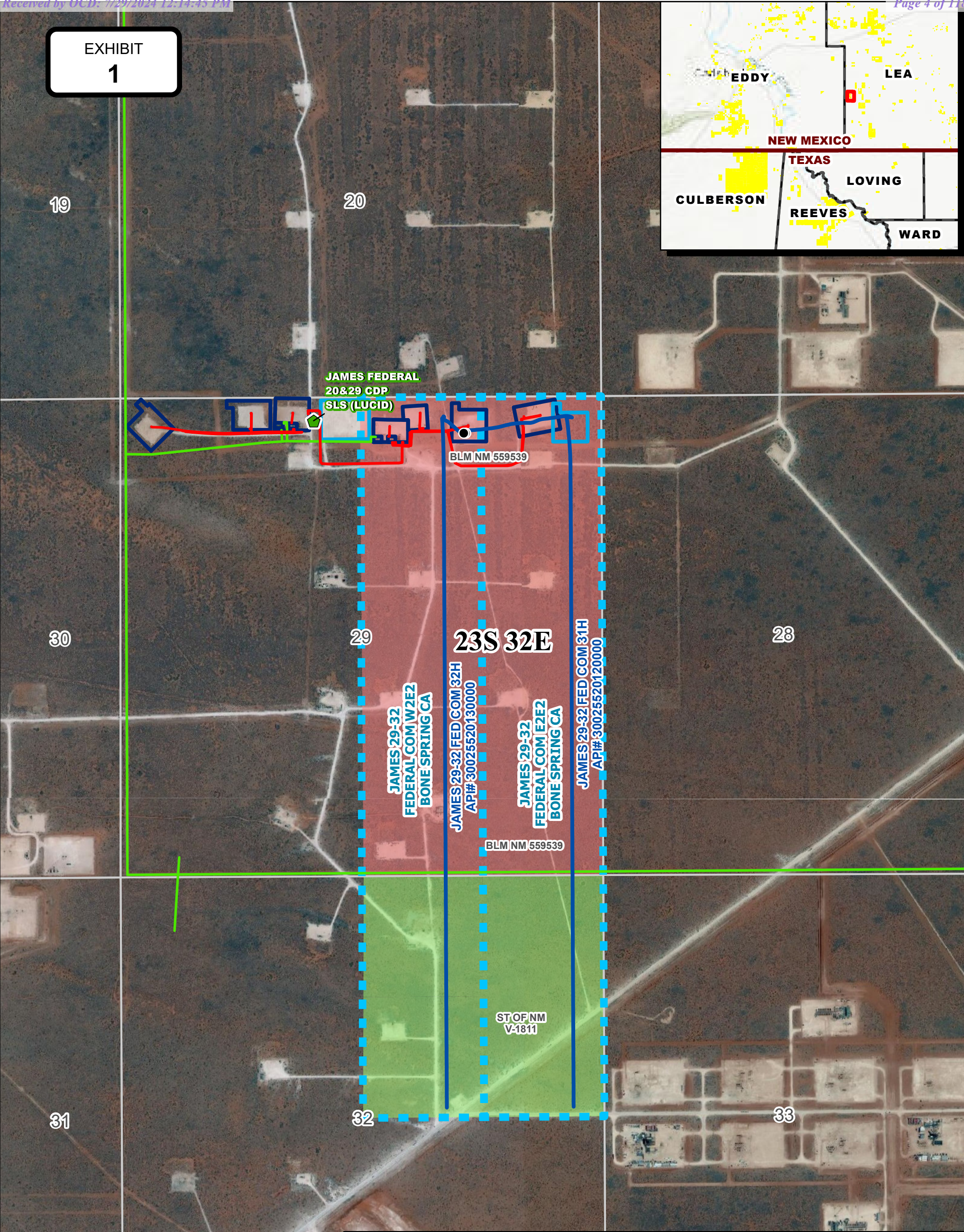
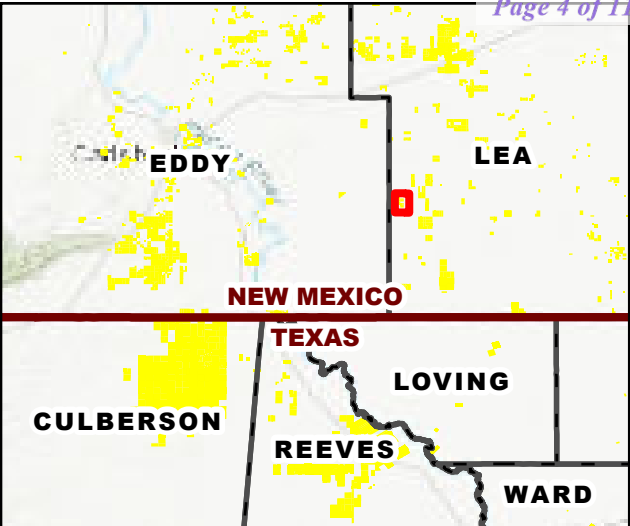
Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance", written over a horizontal line.

Paula M. Vance  
ATTORNEY FOR CIMAREX ENERGY COMPANY



EXHIBIT  
1



● Coterra Operated Wells - SL

**Coterra Operated Wells**

— Bone Spring

**Facilities**

□ Built

□ Proposed

**Meter Locations**

◆

**Pipelines**

— Oil

— Gas

□ Pending Communitization Agreement

□ BLM NM 559539

□ ST OF NM V-1811



**JAMES 29-32  
FED COM  
Lea County, NM**

Scale: 1:12,000

CRS: NAD 1983 StatePlane New Mexico East

Date: 5/10/2024

Author: jdew



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

Form C-107-B  
Revised August 1, 2011

## OIL CONSERVATION DIVISION

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

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

## APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: 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. Sand Dunes, Bone Spring South [53805]

(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: *Cherie Wheeler*

TITLE: *Regulatory Analyst*

DATE: *7/9/24*



TYPE OR PRINT NAME\_Cassie Culpepper\_\_\_\_\_ TELEPHONE NO.:\_432-620-1641\_\_\_\_\_

E-MAIL ADDRESS:\_\_\_cassie.culpepper@coterra.com\_\_\_\_\_

32055694\_v1





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

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

#### Procedure Description

Cimarex Energy Co. respectfully requests approval to surface commingle oil, gas, and water production at the James Federal 20&29 Central Tank Battery ("CTB"), see Attachment A.

The commingling of these leases will not negatively affect the royalty revenue of the federal government or New Mexico state trust lands.

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 James Federal 20&29 Central Tank Battery, which is located off the project area in the NE/4 NW/4 of Section 29. The sales meter is located off-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 sales meter. 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 James Federal 20&29 CTB requires no additional surface disturbance.

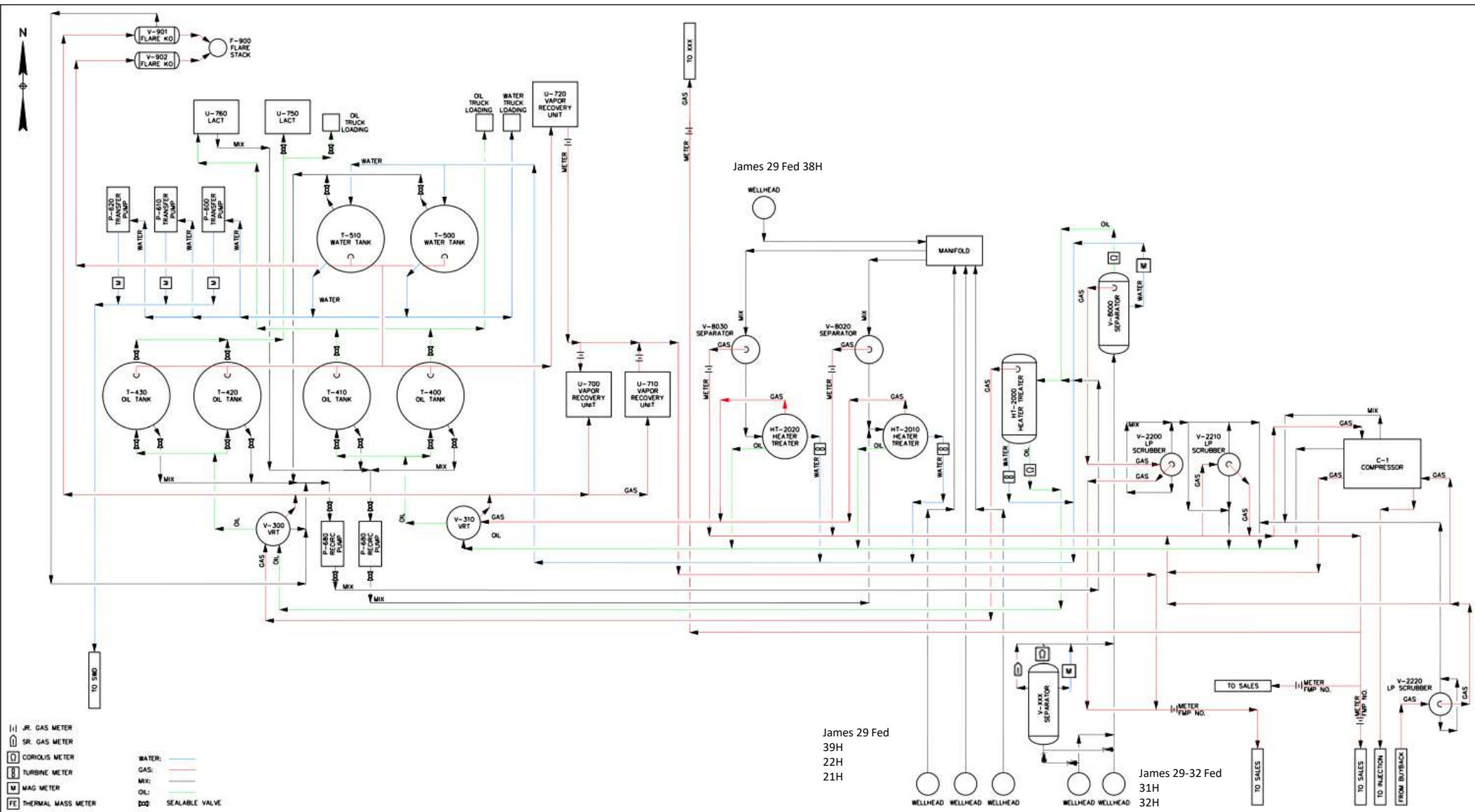
The BLM, State Land Office, and NMOCD will be notified of any changes to the CTB.

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



EXHIBIT

A



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  
August 1, 2011  
Submit one copy to appropriate  
District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 53805	<sup>3</sup> Pool Name Bone Spring, South
<sup>4</sup> Property Code	<sup>5</sup> Property Name JAMES 29-32 FEDERAL COM	<sup>6</sup> Well Number 31H
<sup>7</sup> OGRID No. 215099	<sup>8</sup> Operator Name CIMAREX ENERGY CO.	<sup>9</sup> Elevation 3688.0'

<sup>10</sup> Surface Location

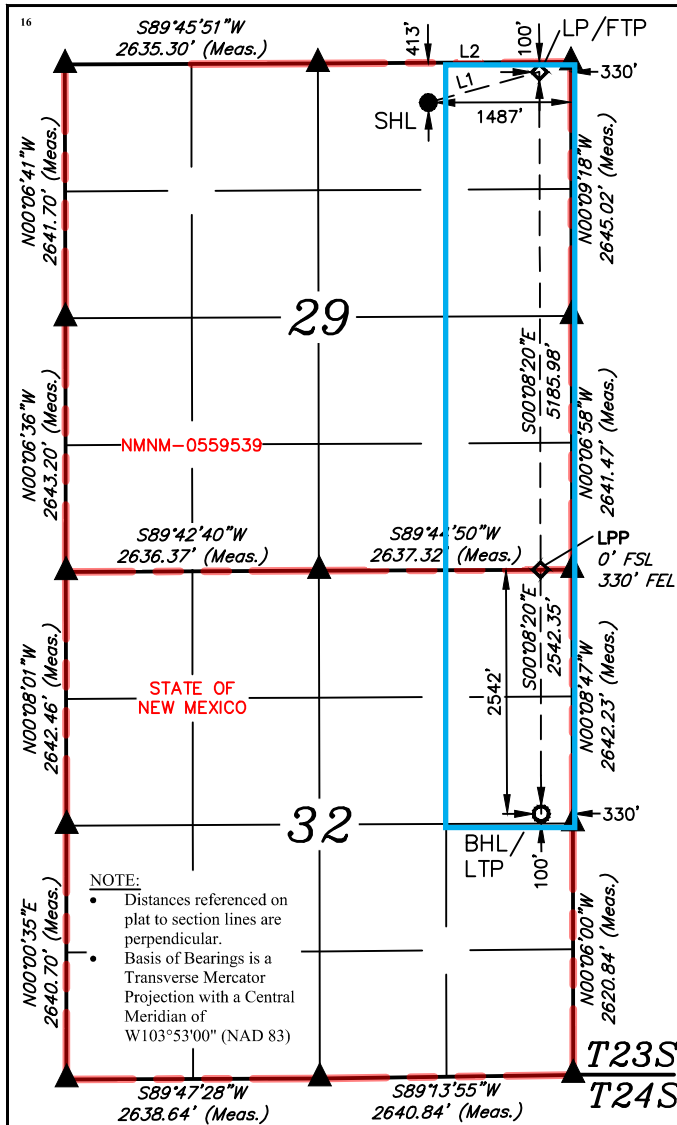
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	29	23S	32E		413	NORTH	1487	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	32	23S	32E		2542	NORTH	330	EAST	LEA

<sup>12</sup> Dedicated Acres 240	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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



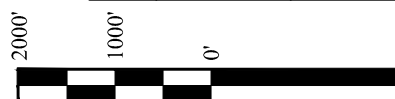
<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°16'53.96" (32.281656°)
LONGITUDE = 103°41'34.67" (103.692964°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°16'53.52" (32.281533°)
LONGITUDE = 103°41'32.93" (103.692480°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 466790.01' E: 739236.95'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 466730.60' E: 698053.48'

<b>NAD 83 (LP/FTP)</b>
LATITUDE = 32°16'57.10" (32.282528°)
LONGITUDE = 103°41'21.20" (103.689222°)
<b>NAD 27 (LP/FTP)</b>
LATITUDE = 32°16'56.66" (32.282405°)
LONGITUDE = 103°41'19.46" (103.688739°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467114.22' E: 740391.36'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467054.80' E: 699207.90'

<b>NAD 83 (LPP)</b>
LATITUDE = 32°16'05.79" (32.268276°)
LONGITUDE = 103°41'21.16" (103.689212°)
<b>NAD 27 (LPP)</b>
LATITUDE = 32°16'05.35" (32.268153°)
LONGITUDE = 103°41'19.42" (103.688729°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 461929.29' E: 740425.68'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 461870.02' E: 699242.07'

<b>NAD 83 (BHL/LTP)</b>
LATITUDE = 32°15'40.64" (32.261289°)
LONGITUDE = 103°41'21.14" (103.689207°)
<b>NAD 27 (BHL/LTP)</b>
LATITUDE = 32°15'40.20" (32.261166°)
LONGITUDE = 103°41'19.41" (103.688724°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 459387.46' E: 740442.50'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 459328.26' E: 699258.82'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N74°33'12"E	1199.29'
L2	S89°39'35"W	2636.08'



SCALE  
DRAWN BY: D.J.S. 07-05-22

<sup>17</sup> OPERATOR  
CERTIFICATION

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

*Brittany Gordon* 3/28/2023  
Signature Date

Printed Name

brittany.gordon@coterra.com  
E-mail Address

<sup>18</sup> SURVEYOR  
CERTIFICATION

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

June 16, 2022

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:



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

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 53805	<sup>3</sup> Pool Name Bone Spring, South
<sup>4</sup> Property Code	<sup>5</sup> Property Name JAMES 29-32 FEDERAL COM	<sup>6</sup> Well Number 32H
<sup>7</sup> OGRID No. 215099	<sup>8</sup> Operator Name CIMAREX ENERGY CO.	<sup>9</sup> Elevation 3688.2'

<sup>10</sup> Surface Location

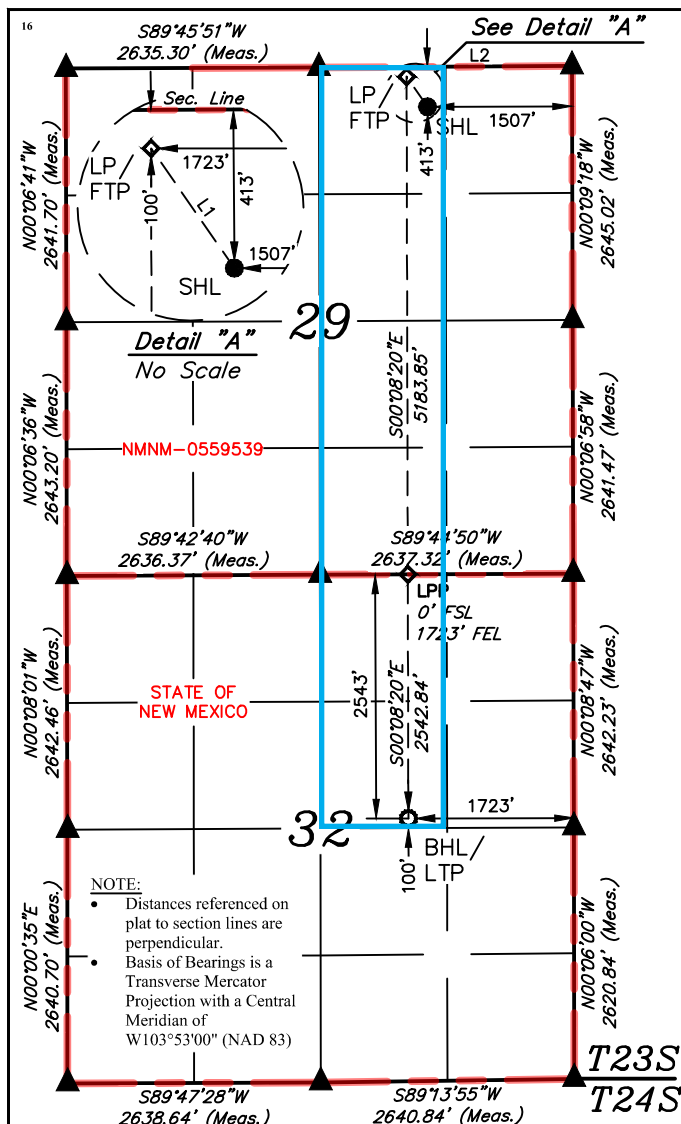
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	29	23S	32E		413	NORTH	1507	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	32	23S	32E		2543	NORTH	1723	EAST	LEA

<sup>12</sup> Dedicated Acres 240	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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



<b>NAD 83 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°16'53.95" (32.281654°)
LONGITUDE = 103°41'34.90" (103.693029°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b>
LATITUDE = 32°16'53.51" (32.281531°)
LONGITUDE = 103°41'33.16" (103.692545°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 466789.13' E: 739216.97'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 466729.72' E: 698033.50'

<b>NAD 83 (LP/FTP)</b>
LATITUDE = 32°16'57.04" (32.282512°)
LONGITUDE = 103°41'37.42" (103.693729°)
<b>NAD 27 (LP/FTP)</b>
LATITUDE = 32°16'56.60" (32.282389°)
LONGITUDE = 103°41'35.68" (103.693245°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 467100.10' E: 738998.68'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 467040.68' E: 697815.22'

<b>NAD 83 (LPP)</b>
LATITUDE = 32°16'05.76" (32.268266°)
LONGITUDE = 103°41'37.38" (103.693718°)
<b>NAD 27 (LPP)</b>
LATITUDE = 32°16'05.31" (32.268143°)
LONGITUDE = 103°41'35.64" (103.693235°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 461917.31' E: 739032.98'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 461858.03' E: 697849.38'

<b>NAD 83 (BHL/LTP)</b>
LATITUDE = 32°15'40.60" (32.261277°)
LONGITUDE = 103°41'37.36" (103.693712°)
<b>NAD 27 (BHL/LTP)</b>
LATITUDE = 32°15'40.15" (32.261154°)
LONGITUDE = 103°41'35.63" (103.693229°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b>
N: 459374.98' E: 739049.80'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>
N: 459315.77' E: 697866.13'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N34°49'38"W	380.01'
L2	S89°39'35"W	2636.08'



SCALE  
DRAWN BY: D.J.S. 07-05-22

<sup>17</sup> OPERATOR  
CERTIFICATION

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

*Brittany Gordon* 3/28/2023

Signature Date

Brittany Gordon

Printed Name

brittany.gordon@coterra.com

E-mail Address

<sup>18</sup> SURVEYOR  
CERTIFICATION

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

June 16, 2022

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:

Federal Communitization Agreement

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

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

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.  
Section 29: E2E2  
Section 32: E2NE  
Lea County, New Mexico

Containing **240.00** acres, and this agreement shall include only the **Bone Spring formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).



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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

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

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

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

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

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

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

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

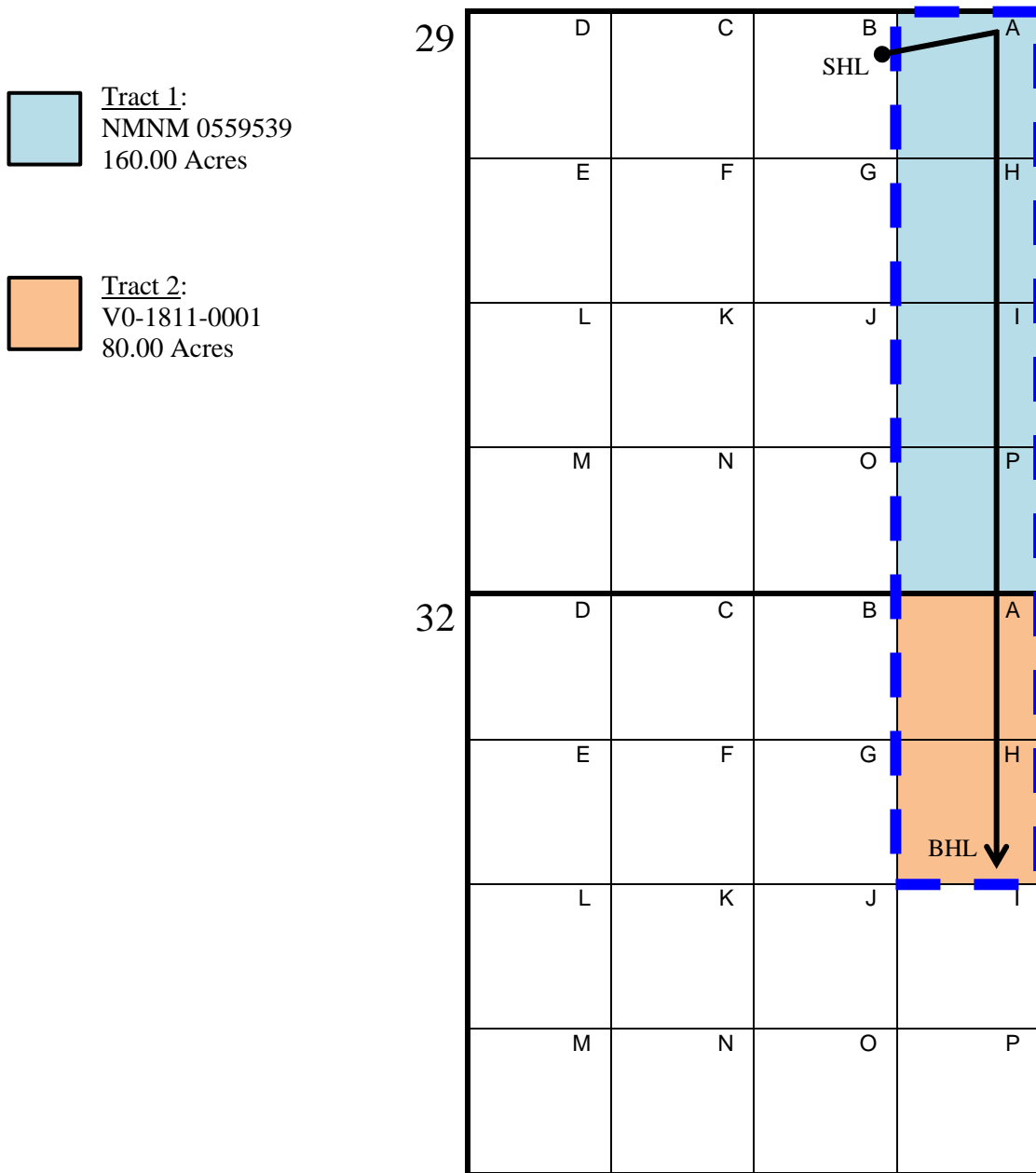
\_\_\_\_\_  
Notary Public

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

**EXHIBIT "A"**

Plat of communitized area covering 240.00 acres in the E2E2 of Section 29 and E2NE of Section 32, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico.

James 29-32 Federal Com 31H



James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

**EXHIBIT "B"**

To Communitization Agreement Dated January 1, 2024, embracing the following described lands in the E2E2 of Section 29 & E2NE of Section 32, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number:	NMNM 0559539
Description of Land Committed:	E2E2 of Section 29, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico
Number of Acres:	160.00
Current Lessee(s) of Record:	Occidental Permian LP
Names of Working Interest Owners:	Ball Oil and Gas, LLC Barbara Gallivan Brenda J. Bryant Capitan Mountain Oil & Gas, LLC Cimarex Energy Co. Cool Star, LLC Earl A. Latimer, III EOG Resources, Inc. H. Lee and Joanne W. Harvard Trust, Jeffrey L. Harvard, Trustee Harvard Petroleum Company, LLC Har-Vest LLC J4 Family Limited Partnership Kathryn S. Latimer Kimbrough Working Interests, LLC c/o PlainsCapital Bank, Agent Larry G. Engwall Marker Petroleum, Inc. Northern Oil and Gas, Inc. Occidental Permian Limited Partnership Patricia Darlene Rodak Patrick J.F. Gratton Robert J. Gallivan, Jr. Steven Engwall Tumbler Energy Partners, LLC

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



**Tract No. 2**

Lease Serial Number: V0-1811-0001

Description of Land Committed: E2NE of Section 32, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Current Lessee(s) of Record: Harvard Petroleum Company, LLC

Names of Working Interest Owners: Ball Oil and Gas, LLC  
Barbara Gallivan  
Brenda J. Bryant  
Capitan Mountain Oil & Gas, LLC  
Cimarex Energy Co.  
COG Operating LLC  
Cool Star, LLC  
H. Lee and Joanne W. Harvard Trust, Jeffrey L. Harvard, Trustee  
Harvard Energy Partners, L.P.  
Harvard Petroleum Company, LLC  
Har-Vest LLC  
J4 Family Limited Partnership  
Larry G. Engwall  
Northern Oil and Gas, Inc.  
Patricia Darlene Rodak  
Robert J. Gallivan, Jr.  
Steven Engwall  
Tumbler Energy Partners, LLC

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	66.6667%
2	80.00	33.3333%
Total:	<b>240.00</b>	100.0000%

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Ball Oil and Gas, LLC**

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

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

By: (Printed Name) Jim Ball

Title: Organizer and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §

§

**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jim Ball, as Organizer and Manager of **Ball Oil and Gas, LLC**, a New Mexico limited liability  
company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Barbara Gallivan**

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

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

By: (Printed Name) Barbara Gallivan

**ACKNOWLEDGMENT**

**STATE OF FLORIDA** §

§

**COUNTY OF COLLIER** §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Barbara Gallivan**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Brenda J. Bryant**

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

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

By: (Printed Name) Brenda J. Bryant

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA       §  
  §  
COUNTY OF ORANGE       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Brenda J. Bryant**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Capitan Mountain Oil and Gas, LLC**

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

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

By: (Printed Name) Jim Ball

Title: Organizer and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jim Ball, as Organizer and Manager of **Capitan Mountain Oil and Gas, LLC**, a New Mexico limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



OPERATOR/WORKING INTEREST OWNER:  
**Cimarex Energy Co.**

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

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

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

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

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

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**COG Operating LLC**

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

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

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

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, acting as \_\_\_\_\_, for **COG Operating LLC**, a Delaware  
limited liability company, on behalf of said company.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Cool Star, LLC**

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

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

By: (Printed Name) Jane Harvard

Title: Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**           §

§

**COUNTY OF CHAVES**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jane Harvard, as Manager of **Cool Star, LLC**, a New Mexico limited liability company, on  
behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Earl A. Latimer**

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

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

By: (Printed Name) Earl A. Latimer

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Earl A. Latimer**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**EOG Resources, Inc.**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §

§

**COUNTY OF MIDLAND**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, acting as \_\_\_\_\_, for **EOG Resources, Inc.**, a Delaware  
corporation, on behalf of said corporation.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Harvard Energy Partners, L.P.**

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

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

By: (Printed Name) Jeff Harvard

Title: President and Manager, Harvard Petroleum Company, LLC  
General Partner of Harvard Energy Partners, L.P.

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
   §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Harvard, as President and Manager of Harvard Petroleum Company, LLC, General Partner of **Harvard Energy Partners, L.P.**, a Delaware limited partnership, in their capacity on behalf of said partnership.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:  
**Harvard Petroleum Company, LLC**

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

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

By: (Printed Name) Jeff Harvard

Title: President and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**           §

§

**COUNTY OF CHAVES**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jeff Harvard, as President and Manager of **Harvard Petroleum Company, LLC**, a New  
Mexico limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Har-Vest, LLC**

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

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

By: (Printed Name) Jeff Harvard

Title: Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jeff Harvard, as Manager of **Har-Vest, LLC**, a New Mexico limited liability company, on  
behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**H. Lee and Joanne W. Harvard Trust**

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

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

By: (Printed Name) Jeffrey L. Harvard

Title: Trustee of the H. Lee and Joanne W. Harvard Trust

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**           §

§

**COUNTY OF CHAVES**           §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Jeffrey L. Harvard, Trustee of the H. Lee and Joanne W. Harvard Trust**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**J4 Family Limited Partnership**

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

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

By: (Printed Name) Jeff Harvard

Title: General Partner

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**           §

§

**COUNTY OF CHAVES**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Harvard, as General Partner of **J4 Family Limited Partnership**, a New Mexico limited partnership, in their capacity on behalf of said partnership.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Kathryn S. Latimer**

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

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

By: (Printed Name) Kathryn S. Latimer

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Kathryn S. Latimer**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Kimbrough Working Interests, LLC**

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Kimbrough Working Interests, LLC**, a  
\_\_\_\_\_ limited liability company, on behalf of said company.  
(registered state)

\_\_\_\_\_

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Larry G. Engwall**

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

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

By: (Printed Name) Larry G. Engwall

**ACKNOWLEDGMENT**

**STATE OF CALIFORNIA**       §  
  §  
**COUNTY OF ORANGE**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Larry G. Engwall**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Marker Petroleum, Inc.**

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

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

By: (Printed Name) Mark E. Repasky

Title: President

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA** §

§

**COUNTY OF TULSA** §

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Mark E. Repasky, as President of **Marker Petroleum, Inc.**, an Oklahoma corporation, on  
behalf of said corporation.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Northern Oil and Gas, Inc.**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF MINNESOTA**           §

§

**COUNTY OF HENNEPIN**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil and Gas, Inc.**, a Delaware  
corporation, on behalf of said corporation.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:  
**Occidental Permian Limited Partnership**  
**AKA: Occidental Permian, LP**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF HARRIS** §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Occidental Permian Limited Partnership**, a  
Texas limited liability partnership, on behalf of said partnership.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Patricia Darlene Rodak**

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

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

By: (Printed Name) Patricia Darlene Rodak

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §

§

**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Patricia Darlene Rodak**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Patrick J.F. Gratton**

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

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

By: (Printed Name) Patrick S.M. Gratton, as POA for Patrick J.F. Gratton

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Patrick S.M. Gratton, as Power of Attorney** for **Patrick J.F. Gratton**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Robert J. Gallivan, Jr.**

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

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

By: (Printed Name) Robert J. Gallivan, Jr.

**ACKNOWLEDGMENT**

**STATE OF FLORIDA** §

§

**COUNTY OF COLLIER** §

§

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert J. Gallivan, Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Steven Engwall**

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

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

By: (Printed Name) Steven Engwall

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

§

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Steven Engwall**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Tumbler Energy Partners, LLC**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF TARRANT** §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Tumbler Energy Partners, LLC**, a Delaware  
limited liability company, on behalf of said company.

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

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

James 29-32 Fed Com 31H  
E2E2 Sec. 29 & E2NE Sec. 32, T23S/R32E  
Bone Spring

## Federal Communitization Agreement

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

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

### WITNESSETH:

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

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

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

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

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

Township 23 South, Range 32 East, N.M.P.M.  
Section 29: W2E2  
Section 32: W2NE  
Lea County, New Mexico

Containing **240.00** acres, and this agreement shall include only the **Bone Spring formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).



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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

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

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

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

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

**Cimarex Energy Co.**

Operator

\_\_\_\_\_  
Date

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

## ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

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

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

\_\_\_\_\_  
Date

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

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF MIDLAND )

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

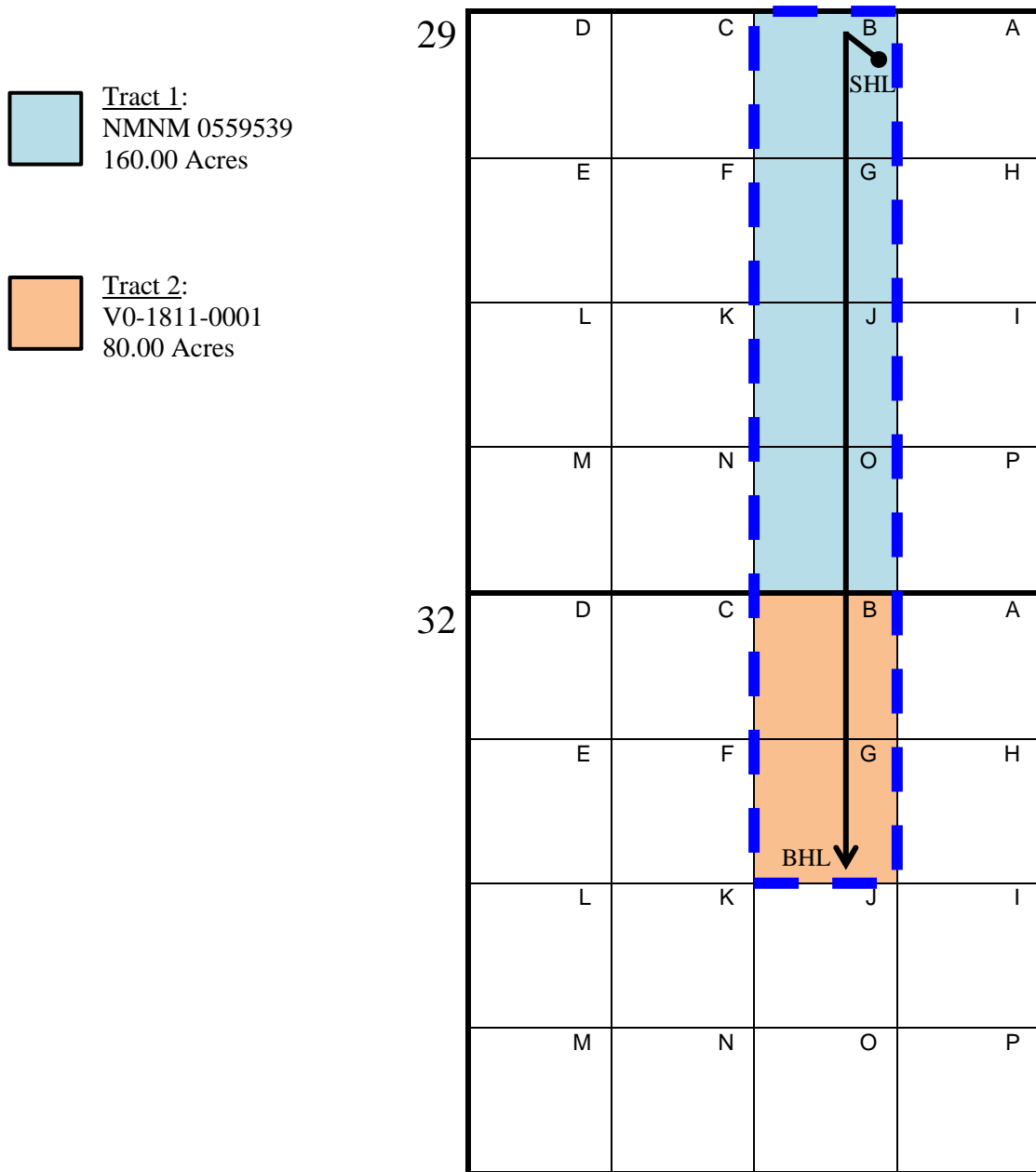
\_\_\_\_\_  
My Commission Expires

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

**EXHIBIT "A"**

Plat of communitized area covering 240.00 acres in the W2E2 of Section 29 and W2NE of Section 32, Township 23 South, Range 32 East, N.M.P.M, Lea County, New Mexico

James 29-32 Federal Com 32H

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring



**EXHIBIT "B"**

To Communitization Agreement Dated January 1, 2024, embracing the following described lands in the W2E2 of Section 29 & W2NE of Section 32, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico

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

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

Lease Serial Number:	NMNM 0559539
Description of Land Committed:	W2E2 of Section 29, Township 23 South, Range 32 East, N.M.P.M., Lea County, New Mexico
Number of Acres:	160.00
Current Lessee(s) of Record:	Occidental Permian LP
Names of Working Interest Owners:	Ball Oil and Gas, LLC Barbara Gallivan Brenda J. Bryant Capitan Mountain Oil & Gas, LLC Cimarex Energy Co. Cool Star, LLC Earl A. Latimer, III EOG Resources, Inc. H. Lee and Joanne W. Harvard Trust, Jeffrey L. Harvard, Trustee Harvard Petroleum Company, LLC Har-Vest LLC J4 Family Limited Partnership Kathryn S. Latimer Kimbrough Working Interests, LLC c/o PlainsCapital Bank, Agent Larry G. Engwall Marker Petroleum, Inc. Northern Oil and Gas, Inc. Occidental Permian Limited Partnership Patricia Darlene Rodak Patrick J.F. Gratton Robert J. Gallivan, Jr. Steven Engwall Tumbler Energy Partners, LLC

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

**Tract No. 2**

Lease Serial Number: V0-1811-0001

Description of Land Committed: W2NE of Section 32, Township 23 South, Range 32 East,  
N.M.P.M., Lea County, New Mexico

Number of Acres: 80.00

Current Lessee(s) of Record: Harvard Petroleum Company, LLC

Names of Working Interest Owners: Ball Oil and Gas, LLC  
Barbara Gallivan  
Brenda J. Bryant  
Capitan Mountain Oil & Gas, LLC  
Cimarex Energy Co.  
COG Operating LLC  
Cool Star, LLC  
H. Lee and Joanne W. Harvard Trust, Jeffrey L. Harvard, Trustee  
Harvard Energy Partners, L.P.  
Harvard Petroleum Company, LLC  
Har-Vest LLC  
J4 Family Limited Partnership  
Larry G. Engwall  
Northern Oil and Gas, Inc.  
Patricia Darlene Rodak  
Robert J. Gallivan, Jr.  
Steven Engwall  
Tumbler Energy Partners, LLC

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	66.6667%
2	80.00	33.3333%
Total:	<b>240.00</b>	100.0000%

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Ball Oil and Gas, LLC**

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

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

By: (Printed Name) Jim Ball

Title: Organizer and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §

§

**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jim Ball, as Organizer and Manager of **Ball Oil and Gas, LLC**, a New Mexico limited liability  
company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Barbara Gallivan**

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

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

By: (Printed Name) Barbara Gallivan

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**                   §

§

**COUNTY OF COLLIER**           §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Barbara Gallivan**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Brenda J. Bryant**

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

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

By: (Printed Name) Brenda J. Bryant

**ACKNOWLEDGMENT**

**STATE OF CALIFORNIA**           §

§

**COUNTY OF ORANGE**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Brenda J. Bryant**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Capitan Mountain Oil and Gas, LLC**

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

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

By: (Printed Name) Jim Ball

Title: Organizer and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
   §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jim Ball, as Organizer and Manager of **Capitan Mountain Oil and Gas, LLC**, a New Mexico  
limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring



OPERATOR/WORKING INTEREST OWNER:  
**Cimarex Energy Co.**

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

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

By: (Printed Name) Bradley Cantrell

Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

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

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

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**COG Operating LLC**

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

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

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

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, acting as \_\_\_\_\_, for **COG Operating LLC**, a Delaware  
limited liability company, on behalf of said company.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Cool Star, LLC**

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

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

By: (Printed Name) Jane Harvard

Title: Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
   §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jane Harvard, as Manager of **Cool Star, LLC**, a New Mexico limited liability company, on  
behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Earl A. Latimer**

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

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

By: (Printed Name) Earl A. Latimer

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Earl A. Latimer**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**EOG Resources, Inc.**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §

§

**COUNTY OF MIDLAND**   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, acting as \_\_\_\_\_, for **EOG Resources, Inc.**, a Delaware  
corporation, on behalf of said corporation.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Harvard Energy Partners, L.P.**

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

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

By: (Printed Name) Jeff Harvard

Title: President and Manager, Harvard Petroleum Company, LLC  
General Partner of Harvard Energy Partners, L.P.

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
   §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Harvard, as President and Manager of Harvard Petroleum Company, LLC, General Partner of **Harvard Energy Partners, L.P.**, a Delaware limited partnership, in their capacity on behalf of said partnership.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:  
**Harvard Petroleum Company, LLC**

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

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

By: (Printed Name) Jeff Harvard

Title: President and Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §

§

**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jeff Harvard, as President and Manager of **Harvard Petroleum Company, LLC**, a New  
Mexico limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Har-Vest, LLC**

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

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

By: (Printed Name) Jeff Harvard

Title: Manager

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Jeff Harvard, as Manager of **Har-Vest, LLC**, a New Mexico limited liability company, on  
behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**H. Lee and Joanne W. Harvard Trust**

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

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

By: (Printed Name) Jeffrey L. Harvard

Title: Trustee of the H. Lee and Joanne W. Harvard Trust

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
   §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Jeffrey L. Harvard, Trustee of the H. Lee and Joanne W. Harvard Trust**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**J4 Family Limited Partnership**

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

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

By: (Printed Name) Jeff Harvard

Title: General Partner

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §

§

**COUNTY OF CHAVES**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Harvard, as General Partner of **J4 Family Limited Partnership**, a New Mexico limited partnership, in their capacity on behalf of said partnership.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Kathryn S. Latimer**

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

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

By: (Printed Name) Kathryn S. Latimer

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Kathryn S. Latimer**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Kimbrough Working Interests, LLC**

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Kimrough Working Interests, LLC**, a  
\_\_\_\_\_ limited liability company, on behalf of said company.  
(registered state)

\_\_\_\_\_

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Larry G. Engwall**

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

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

By: (Printed Name) Larry G. Engwall

**ACKNOWLEDGMENT**

**STATE OF CALIFORNIA**           §

§

**COUNTY OF ORANGE**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Larry G. Engwall**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Marker Petroleum, Inc.**

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

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

By: (Printed Name) Mark E. Repasky

Title: President

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**           §

§

**COUNTY OF TULSA**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Mark E. Repasky, as President of **Marker Petroleum, Inc.**, an Oklahoma corporation, on  
behalf of said corporation.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Northern Oil and Gas, Inc.**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF MINNESOTA**           §

§

**COUNTY OF HENNEPIN**       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil and Gas, Inc.**, a Delaware  
corporation, on behalf of said corporation.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

LESSEE OF RECORD/WORKING INTEREST OWNER:  
**Occidental Permian Limited Partnership**  
**AKA: Occidental Permian, LP**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF HARRIS** §

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Occidental Permian Limited Partnership**, a  
Texas limited liability partnership, on behalf of said partnership.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring



WORKING INTEREST OWNER:  
**Patricia Darlene Rodak**

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

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

By: (Printed Name) Patricia Darlene Rodak

**ACKNOWLEDGMENT**

**STATE OF NEW MEXICO**       §  
  §  
**COUNTY OF CHAVES**       §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Patricia Darlene Rodak**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of New Mexico

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Patrick J.F. Gratton**

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

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

By: (Printed Name) Patrick S.M. Gratton, as POA for Patrick J.F. Gratton

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Patrick S.M. Gratton, as Power of Attorney** for **Patrick J.F. Gratton**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Robert J. Gallivan, Jr.**

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

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

By: (Printed Name) Robert J. Gallivan, Jr.

**ACKNOWLEDGMENT**

**STATE OF FLORIDA** §

§

**COUNTY OF COLLIER** §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Robert J. Gallivan, Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Steven Engwall**

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

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

By: (Printed Name) Steven Engwall

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Steven Engwall**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

WORKING INTEREST OWNER:  
**Tumbler Energy Partners, LLC**

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

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF TARRANT** §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of **Tumbler Energy Partners, LLC**, a Delaware  
limited liability company, on behalf of said company.

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

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

James 29-32 Fed Com 32H  
W2E2 Sec. 29 & W2NE Sec. 32, T23S/R32E  
Bone Spring

ONLINE Version  
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 25 - 52012

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions E2E2 of Section 29 & E2NE Section 32,  
Sect(s) 29 & 32, T 23S, R 32E, NMPM Lea County,  
NM containing 240.00 acres, more or less, and this agreement shall include only the  
Bone Spring Formation  
or pool, underlying said lands and the oil and gas  
(hereinafter referred to as "communitized substances") producible from such formation.



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



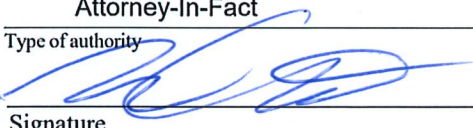
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January Month 1 Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. 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 and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the



Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
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 WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	Cimarex Energy Co.	Lessees of Record	Harvard Petroleum Company, LLC
By	Bradley Cantrell		Occidental Permian LP
	Print name of person		
	Attorney-In-Fact		
Type of authority			
Signature			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

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

County of \_\_\_\_\_) ss)

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

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

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

Acknowledgment in a Representative Capacity

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

County of Midland \_\_\_\_\_) ss)

This instrument was acknowledged before me on 3/6/2024

DATE

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

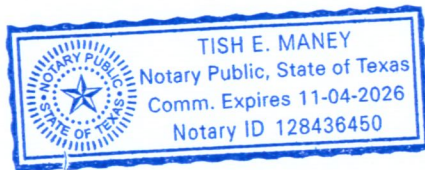
Name(s) of Person(s)

as Attorney-In-Fact of Cimarex Energy Co.

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 11/4/2026

Lease # and Lessee of Record: V0-1811-0001 - Harvard Petroleum Company, LLC BY:  
Jeff Harvard, President and Manager (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
SS)  
County of )

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

(Seal)

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

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

**Acknowledgment in an Representative Capacity**

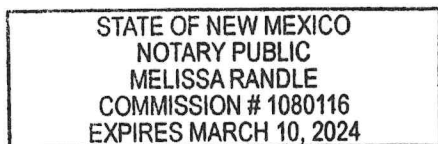
State of New Mexico )  
SS)  
County of Chaves )

This instrument was acknowledged before me on \_\_\_\_\_ Date: March 7, 2024 By: .  
Jeff Harvard as President and Manager of Harvard Petroleum Company, LLC  
Name(s) of Person(s)

(Seal)

[Signature]  
Signature of Notarial Officer

My commission expires: March 10, 2024



Released to Imaging: 12/15/2025 12:32:09 PM



EXHIBIT A

To Communitization Agreement dated January 1, 2024

Plat of communitized area covering the:  
Subdivisions E2E2 Section 29 & E2NE Section 32

of Sect(s). 29 & 32, T 23S, R 32E, NMPM, Lea County, NM.

29			Tract 2 NMNM 0559539
			Tract 2 NMNM 0559539
			Tract 2 NMNM 0559539
			Tract 2 NMNM 0559539
32			Tract 1 V0-1811-0001
			Tract 1 V0-1811-0001

**EXHIBIT B**

To Communitization Agreement dated January 1 20 24, embracing the Subdivisions E2E2 Section 29 & E2NE  
Section 32 of Sect(s) 29 & 32, T 23S, R 32E,  
N.M.P.M., Lea County, NM

Operator of Communitized Area: Cimarex Energy Co.

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

Lease Serial No.: V0-1811-0001

Lease Date: April 1, 1986

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Midwest Oil Corporation

Present Lessee: Harvard Petroleum Company, LLC

Description of Land Committed: Subdivisions E2NE,

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

Number of Acres: 80.00

Royalty Rate: 1/6

**Name and Percent ORRI Owners:**

Worrall Investment Corporation  
 Mitchell Exploration, Inc.  
 Scott-Winn LLC  
 Permian Basin Investment Corp.  
 Susan S. Murphy, Trustee of the Susan S. Murphy Marital Trust U/T/A dtd 11/15/2012  
 Mark B. Murphy, Trustee of the Mark B. Murphy Irrevocable Trust U/T/A dtd 12/11/2012 Frank S.  
 Morgan and Robin L. Morgan  
 Hutchings Oil Company  
 Mitchell Brininstool  
 First American Bank, Trustee of the Annalisa Brininstool Trust  
 Brininstool XL Ranch, LLC  
 Ball Oil & Gas, LLC  
 Capitan Mountain Oil & Gas LLC  
 Cool Star, LLC  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Centennial LLC  
 Harv-Vest LLC  
 Patricia Darlene Rodak  
 J 4 Family Limited Partnership  
 H. Lee Harvard and Jeffery L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Wakefield Limited Partnership  
 Harvard Petroleum Co., LLC

**Name and Percent WI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil & Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan, Jr. and Barbara Gallivan  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Northern Oil and Gas, Inc.  
 Har-Vest LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffery L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Wakefield Limited Partnership LLLP  
 Harvard Energy Partners, L.P.  
 Harvard Petroleum Co., LLC  
 COG Operating LLC  
 Cimarex Energy Co.

**TRACT NO. 2**Lease Serial No.: NMNM 0559539Lease Date: April 1, 1966Lease Term: 10 yearsLessor: The United States of AmericaOriginal Lessee: Case-Pomroy Oil Corp.Present Lessee: Occidental Permian LPDescription of Land Committed: Subdivisions E2E2,Sect(s) 29, Twp 23S, Rng 32E, NMPM, Lea County, NMNumber of Acres: 160.00Royalty Rate: 1/8**Name and Percent ORRI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil and Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan Jr. and Barbara Gallivan  
 Patrick J.F. Gratton and Jean M. Gratton  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Centennial LLC  
 Earl A. Latimer, II and Kathryn S. Latimer  
 Marker Petroleum, Inc.  
 Calvin R. Kimbrough, Trustee of the Ann Kimbrough Irrevocable Trust Share of The Calvin and Ann Kimbrough Revocable Trust  
 Har-Vest, LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffrey L. Harvard, Co-Trustee of the H. Lee and Joanne W. Harvard Trust  
 Tumbler Energy Partners, LLC  
 Harvard Petroleum Company, LLC  
 EOG Resources, Inc.  
 Forte Energy Corporation  
 RLP Industries, Inc.  
 Cimarex Energy Co.

**Name and Percent WI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil and Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan, Jr. and Barbara Gallivan  
 Patrick J.F. Gratton and wife Jean M. Gratton  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Northern Oil & Gas Inc.  
 Earl A Latimer, III and wife Kathryn S Latimer  
 Marker Petroleum, Inc.  
 Calvin R. Kimbrough, Trustee of the Ann Kimbrough Irrevocable Trust Share of The Calvin and Ann Kimbrough Revocable Trust  
 Har-Vest, LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffrey L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Tumbler Energy Partners, LLC  
 Harvard Petroleum Company, LLC  
 EOG Resources, Inc.  
 Cimarex Energy Co.  
 Occidental Permian Limited Partnership

**RECAPITULATION**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>80.00</u>	<u>33.33%</u>
Tract No.2	<u>160.00</u>	<u>66.67%</u>
Totals	<u>240.00</u>	<u>100.00%</u>



ONLINE Version  
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 25 - 52013

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions W2E2 of Section 29 & W2NE Section 32,

Sect(s) 29 & 32, T 23S, R 32E, NMPM Lea County,

NM containing 240.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil and gas

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



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





8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January Month 1 Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. 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 and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the



Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
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 WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	Cimarex Energy Co.	Lessees of Record	Harvard Petroleum Company, LLC
By	Bradley Cantrell		Occidental Permian LP
	Print name of person		
	Attorney-In-Fact		
Type of authority			
Signature			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

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

County of \_\_\_\_\_) ss)

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

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

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

Acknowledgment in a Representative Capacity

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

County of Midland \_\_\_\_\_) ss)

This instrument was acknowledged before me on 3/6/2024

DATE

By Bradley Cantrell

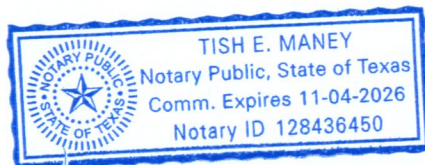
Name(s) of Person(s)

as Attorney-In-Fact of Cimarex Energy Co.

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 11/4/2026

Lease # and Lessee of Record: V0-1811-0001 - Harvard Petroleum Company, LLC BY: Jeff Harvard, President and Manager (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

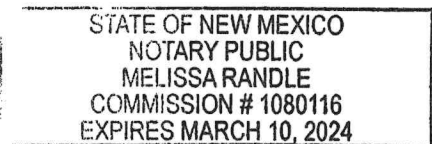
State of )  
SS)  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date By \_\_\_\_\_  
Name(s) of Person(s)  
(Seal) \_\_\_\_\_ Signature of Notarial Officer  
My commission expires: \_\_\_\_\_

Acknowledgment in an Representative Capacity

State of New Mexico )  
SS)  
County of Chaves )

This instrument was acknowledged before me on \_\_\_\_\_ Date: March 7, 2024 By: Jeff Harvard as President and Manager of Harvard Petroleum Company, LLC  
Name(s) of Person(s)  
(Seal) \_\_\_\_\_ Signature of Notarial Officer  
My commission expires: March 10, 2024



Lease # and Lessee of Record: NMNM 0559539 - Occidental Permian LP BY:

James Loring, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of )

SS)

County of )

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

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

Acknowledgment in an Representative Capacity

State of TEXAS )

SS)

County of HARRIS )

This instrument was acknowledged before me on March 20, 2024 Date: \_\_\_\_\_ By: .

James Loring, Attorney-in-Fact of Occidental Permian LP, a Texas

Name(s) of Person(s)

Limited Partnership.

(Seal)

[Signature]

Signature of Notarial Officer

My commission expires: 02/18/2026

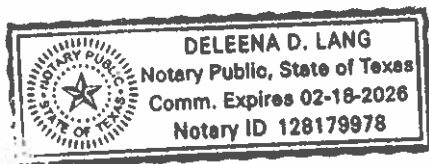




EXHIBIT A

To Communitization Agreement dated January 1, 2024

Plat of communitized area covering the:

Subdivisions W2E2 Section 29 & W2NE Section 32

of Sect(s). 29 & 32, T 23S, R 32E, NMPM, Lea County, NM.

29		Tract 2 NMNM 0559539	
		Tract 2 NMNM 0559539	
		Tract 2 NMNM 0559539	
		Tract 2 NMNM 0559539	
32		Tract 1 V0-1811-0001	
		Tract 1 V0-1811-0001	



**EXHIBIT B**

To Communitization Agreement dated January 1 20 24, embracing the Subdivisions W2E2 Section 29 & W2NE Section 32 of Sect(s) 29 & 32, T 23S, R 32E,  
N.M.P.M., Lea County, NM

Operator of Communitized Area: Cimarex Energy Co.

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

Lease Serial No.: V0-1811-0001

Lease Date: April 1, 1986

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Midwest Oil Corporation

Present Lessee: Harvard Petroleum Company, LLC

Description of Land Committed: Subdivisions W2NE,

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

Number of Acres: 80.00

Royalty Rate: 1/6

**Name and Percent ORRI Owners:**

Worrall Investment Corporation  
 Mitchell Exploration, Inc.  
 Scott-Winn LLC  
 Permian Basin Investment Corp.  
 Susan S. Murphy, Trustee of the Susan S. Murphy Marital Trust U/T/A dtd 11/15/2012  
 Mark B. Murphy, Trustee of the Mark B. Murphy Irrevocable Trust U/T/A dtd 12/11/2012 Frank S.  
 Morgan and Robin L. Morgan  
 Hutchings Oil Company  
 Mitchell Brininstool  
 First American Bank, Trustee of the Annalisa Brininstool Trust  
 Brininstool XL Ranch, LLC  
 Ball Oil & Gas, LLC  
 Capitan Mountain Oil & Gas LLC  
 Cool Star, LLC  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Centennial LLC  
 Harv-Vest LLC  
 Patricia Darlene Rodak  
 J 4 Family Limited Partnership  
 H. Lee Harvard and Jeffery L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Wakefield Limited Partnership  
 Harvard Petroleum Co., LLC

**Name and Percent WI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil & Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan, Jr. and Barbara Gallivan  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Northern Oil and Gas, Inc.  
 Har-Vest LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffery L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Wakefield Limited Partnership LLLP  
 Harvard Energy Partners, L.P.  
 Harvard Petroleum Co., LLC  
 COG Operating LLC  
 Cimarex Energy Co.

**TRACT NO. 2**Lease Serial No.: NMNM 0559539Lease Date: April 1, 1966Lease Term: 10 yearsLessor: The United States of AmericaOriginal Lessee: Case-Pomroy Oil Corp.Present Lessee: Occidental Permian LPDescription of Land Committed: Subdivisions W2E2,Sect(s) 29, Twp 23S, Rng 32E, NMPM, Lea County, NMNumber of Acres: 160.00Royalty Rate: 1/8**Name and Percent ORRI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil and Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan Jr. and Barbara Gallivan  
 Patrick J.F. Gratton and Jean M. Gratton  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Centennial LLC  
 Earl A. Latimer, II and Kathryn S. Latimer  
 Marker Petroleum, Inc.  
 Calvin R. Kimbrough, Trustee of the Ann Kimbrough Irrevocable Trust Share of The Calvin and Ann Kimbrough Revocable Trust  
 Har-Vest, LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffrey L. Harvard, Co-Trustee of the H. Lee and Joanne W. Harvard Trust  
 Tumbler Energy Partners, LLC  
 Harvard Petroleum Company, LLC  
 EOG Resources, Inc.  
 Forte Energy Corporation  
 RLP Industries, Inc.  
 Cimarex Energy Co.

**Name and Percent WI Owners:**

Ball Oil and Gas, LLC  
 Capitan Mountain Oil and Gas, LLC  
 Cool Star, LLC  
 Larry G. Engwall and Brenda J. Bryant  
 Steven Engwall  
 Robert J. Gallivan, Jr. and Barbara Gallivan  
 Patrick J.F. Gratton and wife Jean M. Gratton  
 Tara N. Fedric, Trustee of the Tara N. Fedric Living Trust  
 Northern Oil & Gas Inc.  
 Earl A Latimer, III and wife Kathryn S Latimer  
 Marker Petroleum, Inc.  
 Calvin R. Kimbrough, Trustee of the Ann Kimbrough Irrevocable Trust Share of The Calvin and Ann Kimbrough Revocable Trust  
 Har-Vest, LLC  
 Patricia Darlene Rodak  
 J4 Family Limited Partnership  
 H. Lee Harvard and Jeffrey L. Harvard, Co-Trustees of the H. Lee and Joanne W. Harvard Trust  
 Tumbler Energy Partners, LLC  
 Harvard Petroleum Company, LLC  
 EOG Resources, Inc.  
 Cimarex Energy Co.  
 Occidental Permian Limited Partnership

**RECAPITULATION**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>80.00</u>	<u>33.33%</u>
Tract No.2	<u>160.00</u>	<u>66.67%</u>
<b>Totals</b>	<b><u>240.00</u></b>	<b><u>100.00%</u></b>

Cimarex Energy Co	Po Box 4544	Houston	TX	77210-4544
Alpha Energy Partners LLC	Po Box 10701	Midland	TX	79702
Annalisa Brininstool Trust, First American Bank Trustee	Po Box 1857	Roswell	NM	88202
Apollo Permian LLC	Po Box 14779	Oklahoma City	OK	73113
Ball Oil & Gas LLC	Po Box 1401	Roswell	NM	88202-1401
Brininstool XI Ranch LLC	Po Box 940	Jal	NM	88252
Capitan Mountain Oil & Gas LLC	Po Box 1401	Roswell	NM	88202-1401
COG Operating LLC	22295 Network Pl	Chicago	IL	60673-1222
Cool Star LLC	Po Box 3354	Roswell	NM	88202
Earl A Latimer III & Kathryn S Latimer	1908 W 27Th St	Roswell	NM	88201
EOG Resources Inc	Po Box 840321	Dallas	TX	75284-0321
Forte Energy Corporation	2415 Mckinley Blvd	Rogers	AZ	72758
Frank S Morgan Estate Robin L Morgan Personal Rep	135 West Cottonwood Road	Artesia	NM	88210
Har-Vest LLC	Po Box 936	Roswell	NM	88202
Harvard Energy Partners LP Harvard Petroleum Corp	Po Box 936	Roswell	NM	88201
Harvard Petroleum Co LLC	Po Box 936	Roswell	NM	88202
Hutchings Oil Company	Po Box 1216	Albuquerque	NM	87103-1216
HW Land Company LLC	3711 N Classen Blvd	Oklahoma City	OK	73118
J 4 Family Lp Jeff Harvard GP	Po Box 936	Roswell	NM	88202-0936
Kimbrough Working Interest Llc C/O Plains Capital Bank	3707 Camp Bowie Blvd Ste 220	Fort Worth	TX	76107
Larry G Engwall Brenda J Bryant	1961 La Cuesta Drive	Santa Ana	CA	92705
Mark B Murphy Irrevocable Trust Dtd 12-11-12, Mark B Murphy Trustee	Po Box 2484	Roswell	NM	88202-2484
Marker Petroleum Inc	4637 E 91St St	Tulsa	OK	74137
Mcmullen Minerals li Lp	Po Box 470857	Fort Worth	TX	76147
Mitchell Brininstool	3129 Clearview Dr	San Angelo	TX	76904
Mitchell Exploration Inc	6212 Homestead Blvd	Midland	TX	79707
Northern Oil & Gas Inc	4350 Baker Road Suite 400	Minnetonka	MN	55343
Occidental Permian Ltd	Po Box 841803	Dallas	TX	75284-1803
Onrr-Payor Id 72254 Fed Office Of Natural Resources Revenue	Po Box 25627	Denver	CO	80225-0627
Patricia Darlene Rodak	Po Box 2631	Roswell	NM	88202
Patrick J F Gratton & Jean M Gratton	Po Box 190599	Dallas	TX	75219-0599
Pegasus Resources II LLC	Po Box 731077	Dallas	TX	75373-1077
Pegasus Resources III NM Corporation	3230 Camp Bowie Blvd Ste 300	Ft. Worth	TX	76107

Permian Basin Investment Corp C/O Bank Of The Southwest	Po Box 1638	Roswell	NM	88202-1638
RLP Industries Inc	114 Fawnlake Drive	Houston	TX	77079
Robert J Gallivan Jr & Barbara Gallivan	4744 Westminster Circle	St Paul	MN	55122
State Of New Mexico Taxation & Revenue Department	P O Box 2308	Santa Fe	NM	87504-2308
Steven Engwall	2707 Duval Dr	Dallas	TX	75211
Susan S Murphy Marital Trust Dtd 11-15-2012, Susan S Murphy Trustee	706 W Brazos	Roswell	NM	80201
Tara N Fedric Living Trust	404 San Bruno Dr	Garland	TX	75043
Wakefield Limited Partnership Lllp, C/O Security Bank & Trust	Po Box 9	Glenco	MN	55336
Wellfleet Investment Fund Li Lp	5000 Braeburn Dr	Bellaire	TX	77401
New Mexico State Land Office	310 Old Santa Fe Trail	Santa Fe	NM	87501
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508



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

July 18, 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, off-lease measure, and off-lease store from spacing units comprised of the E/2 of Section 29 and the NE/4 of Section 32, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty 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,

A handwritten signature in blue ink, appearing to read "Paula M. Vance", written over a horizontal line.

Paula M. Vance  
ATTORNEY FOR CIMAREX ENERGY COMPANY

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466471306	Cimarex Energy Co	PO Box 4544	Houston	TX	77210-4544	Your item has been delivered and is available at a PO Box at 1:05 pm on July 22, 2024 in HOUSTON, TX 77210.
9414811898765466471344	Alpha Energy Partners LLC	PO Box 10701	Midland	TX	79702-7701	Your item was picked up at a postal facility at 12:38 pm on July 23, 2024 in MIDLAND, TX 79702.
9414811898765466471337	Annalisa Brininstool Trust, First American Bank Trustee	PO Box 1857	Roswell	NM	88202-1857	Your item arrived at the ROSWELL, NM 88202 post office at 7:50 am on July 22, 2024 and is ready for pickup.
9414811898765466471054	Apollo Permian LLC	PO Box 14779	Oklahoma City	OK	73113-0779	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466471023	Ball Oil & Gas LLC	PO Box 1401	Roswell	NM	88202-1401	Your item arrived at the ROSWELL, NM 88202 post office at 7:49 am on July 22, 2024 and is ready for pickup.
9414811898765466471092	Brininstool XI Ranch LLC	PO Box 940	Jal	NM	88252-0940	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466471085	Capitan Mountain Oil & Gas LLC	PO Box 1401	Roswell	NM	88202-1401	Your item arrived at the ROSWELL, NM 88202 post office at 7:49 am on July 22, 2024 and is ready for pickup.
9414811898765466471412	COG Operating LLC	22295 Network Pl	Chicago	IL	60673-1222	Your item has been delivered and is available at a PO Box at 3:06 pm on July 21, 2024 in CHICAGO, IL 60680.



Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466471467	Cool Star LLC	PO Box 3354	Roswell	NM	88202-3354	Your item was picked up at the post office at 10:31 am on July 23, 2024 in ROSWELL, NM 88201.
9414811898765466471405	Earl A Latimer III & Kathryn S Latimer	1908 W 27th St	Roswell	NM	88201-9737	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466471443	EOG Resources Inc	PO Box 840321	Dallas	TX	75284-0321	Your item has been delivered and is available at a PO Box at 9:03 pm on July 22, 2024 in DALLAS, TX 75284.
9414811898765466471436	Forte Energy Corporation	2415 McKinley Blvd	Rogers	AR	72758-9527	Your item was delivered to an individual at the address at 12:33 pm on July 22, 2024 in ROGERS, AR 72758.
9414811898765466471511	Frank S Morgan Estate Robin L Morgan Personal Rep	135 W Cottonwood Rd	Artesia	NM	88210-9224	Your item was delivered to an individual at the address at 2:30 pm on July 22, 2024 in ARTESIA, NM 88210.
9414811898765466471566	Har-Vest LLC	PO Box 936	Roswell	NM	88202-0936	Your item was picked up at the post office at 10:31 am on July 23, 2024 in ROSWELL, NM 88201.
9414811898765466471504	Harvard Energy Partners LP Harvard Petroleum Corp	PO Box 936	Roswell	NM	88202-0936	Your item was picked up at the post office at 10:31 am on July 23, 2024 in ROSWELL, NM 88201.

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466471580	Harvard Petroleum Co LLC	PO Box 936	Roswell	NM	88202-0936	Your item was picked up at the post office at 10:31 am on July 23, 2024 in ROSWELL, NM 88201.
9414811898765466471573	Hutchings Oil Company	PO Box 1216	Albuquerque	NM	87103-1216	Your item has been delivered and is available at a PO Box at 6:38 am on July 22, 2024 in ALBUQUERQUE, NM 87103.
9414811898765466499263	HW Land Company LLC	3711 N Classen Blvd	Oklahoma City	OK	73118-2839	Your item was picked up at the post office at 9:32 am on July 22, 2024 in OKLAHOMA CITY, OK 73118.
9414811898765466499201	J 4 Family Lp Jeff Harvard GP	PO Box 936	Roswell	NM	88202-0936	Your item was picked up at the post office at 10:31 am on July 23, 2024 in ROSWELL, NM 88201.
9414811898765466499294	Kimbrough Working Interest Llc C/O Plains Capital Bank	3707 Camp Bowie Blvd Ste 220	Fort Worth	TX	76107-3330	Your item was delivered to an individual at the address at 10:33 am on July 22, 2024 in FORT WORTH, TX 76107.
9414811898765466499287	Larry G Engwall Brenda J Bryant	1961 La Cuesta Dr	Santa Ana	CA	92705-2520	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466499812	Mark B Murphy Irrevocable Trust Dtd 12-11-12, Mark B Murphy Trustee	PO Box 2484	Roswell	NM	88202-2484	Your item was picked up at the post office at 10:47 am on July 22, 2024 in ROSWELL, NM 88201.

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466499867	Marker Petroleum Inc	4637 E 91st St	Tulsa	OK	74137-2852	Your item was delivered to an individual at the address at 12:40 pm on July 22, 2024 in TULSA, OK 74137.
9414811898765466499843	Mcmullen Minerals Li Lp	PO Box 470857	Fort Worth	TX	76147-0857	Your item has been delivered and is available at a PO Box at 8:26 am on July 22, 2024 in FORT WORTH, TX 76147.
9414811898765466499874	Mitchell Brininstool	3129 Clearview Dr	San Angelo	TX	76904-7593	Your item is being held at the SAN ANGELO, TX 76904 post office at 8:10 am on July 22, 2024. This is at the request of the customer.
9414811898765466499768	Mitchell Exploration Inc	6212 Homestead Blvd	Midland	TX	79707-5059	Your item arrived at the MIDLAND, TX 79705 post office at 7:56 am on July 23, 2024 and is ready for pickup.
9414811898765466499744	Northern Oil & Gas Inc	4350 Baker Rd Ste 400	Minnetonka	MN	55343-8628	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466499775	Occidental Permian Ltd	PO Box 841803	Dallas	TX	75284-1803	Your item has been delivered and is available at a PO Box at 9:03 pm on July 22, 2024 in DALLAS, TX 75284.
9414811898765466499959	Onrr-Payor Id 72254 Fed Office Of Natural Resources Revenue	PO Box 25627	Denver	CO	80225-0627	Your item was picked up at a postal facility at 9:16 am on July 22, 2024 in DENVER, CO 80225.

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466499904	Patricia Darlene Rodak	PO Box 2631	Roswell	NM	88202-2631	Your item was picked up at the post office at 1:07 pm on July 23, 2024 in ROSWELL, NM 88201.
9414811898765466499942	Patrick J F Gratton & Jean M Gratton	PO Box 190599	Dallas	TX	75219-0599	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466499935	Pegasus Resources II LLC	PO Box 731077	Dallas	TX	75373-1077	Your item has been delivered and is available at a PO Box at 5:34 pm on July 22, 2024 in DALLAS, TX 75373.
9414811898765466499614	Pegasus Resources III NM Corporation	3230 Camp Bowie Blvd Ste 300	Ft Worth	TX	76107-2502	Your item was delivered to an individual at the address at 11:41 am on July 22, 2024 in FORT WORTH, TX 76107.
9414811898765466499621	Permian Basin Investment Corp C/O Bank Of The Southwest	PO Box 1638	Roswell	NM	88202-1638	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466499690	RLP Industries Inc	114 Fawnlake Dr	Houston	TX	77079-7309	Your item was delivered to an individual at the address at 4:46 pm on July 22, 2024 in HOUSTON, TX 77079.
9414811898765466499683	Robert J Gallivan Jr & Barbara Gallivan	4744 Westminster Cir	Saint Paul	MN	55122-2756	Your item was delivered to an individual at the address at 12:56 pm on July 22, 2024 in SAINT PAUL, MN 55122.

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466499157	State Of New Mexico Taxation & Revenue Department	PO Box 2308	Santa Fe	NM	87504-2308	Your item arrived at the SANTA FE, NM 87501 post office at 12:30 pm on July 22, 2024 and is ready for pickup.
9414811898765466499126	Steven Engwall	2707 Duval Dr	Dallas	TX	75211-2763	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765466499140	Susan S Murphy Marital Trust Dtd 11-15- 2012,Susan S Murphy Trustee	706 Brazos St	Roswell	NM	88201-3372	Your item was delivered to the front desk, reception area, or mail room at 7:23 pm on July 22, 2024 in ROSWELL, NM 88201.
9414811898765466499133	Tara N Fedric Living Trust	404 San Bruno Dr	Garland	TX	75043-3548	Your item was delivered to an individual at the address at 11:53 am on July 22, 2024 in GARLAND, TX 75043.
9414811898765466499317	Wakefield Limited Partnership LLP, C/O Security Bank & Trust	PO Box 9	Glencoe	MN	55336-0009	Your item was picked up at the post office at 9:36 am on July 22, 2024 in GLENCOE, MN 55336.
9414811898765466499362	Wellfleet Investment Fund li Lp	5000 Braeburn Dr	Bellaire	TX	77401-5318	We attempted to deliver your item at 10:49 am on July 23, 2024 in BELLAIRE, TX 77401 and a notice was left because an authorized recipient was not available.
9414811898765466499300	New Mexico State Land Office	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	Your item was picked up at a postal facility at 11:13 am on July 23, 2024 in SANTA FE, NM 87501.

Coterra - James 29-32 31H-32H Commingling  
Postal Delivery Report

9414811898765466499348	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 1:03 pm on July 22, 2024 in SANTA FE, NM 87508.
------------------------	---------------------------	------------------	----------	----	------------	--

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated  
July 21, 2024  
and ending with the issue dated  
July 21, 2024.



Publisher

Sworn and subscribed to before me this  
21st day of July 2024.



Business Manager

My commission expires  
January 29, 2027

(Seal) STATE OF NEW MEXICO  
NOTARY PUBLIC  
GUSSIE RUTH BLACK  
COMMISSION # 1087526  
COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.

LEGAL

LEGAL

LEGAL

LEGAL NOTICE  
July 21, 2024

## Legal Notice (Publication)

To: Notice to all affected interest owners, including all heirs, devisees, and successors of: Alpha Energy Partners LLC; Annalisa Brininstool Trust; First American Bank, Trustee; Apollo Permian LLC; Ball Oil & Gas LLC; Brininstool XL Ranch LLC; Capitan Mountain Oil & Gas LLC; COG Operating LLC; Cool Star LLC; Earl A Latimer, III; EOG Resources Inc.; Forte Energy Corporation; Frank S Morgan Estate Robin L Morgan Personal Rep; Har-Vest LLC; Harvard Energy Partners LP Harvard Petroleum Corp; Harvard Petroleum Co LLC; Hutchings Oil Company; HW Land Company LLC; J 4 Family LP; Kimbrough Working Interest Llc C/O Plains Capital Bank; Larry G Engwall & Brenda J Bryant; Mark B Murphy Irrevocable Trust Dtd 12-11-12, Mark B Murphy Trustee; Marker Petroleum Inc.; McMullen Minerals II Lp; Mitchell Brininstool; Mitchell Exploration Inc.; Northern Oil & Gas Inc.; Occidental Permian Ltd.; Onrr-Payor Id 72254 Fed Office Of Natural Resources Revenue; Patricia Darlene Rodak; Patrick J F Gratton & Jean M Gratton; Pegasus Resources II LLC; Pegasus Resources III NM Corporation; Permian Basin Investment Corp C/O Bank Of The Southwest; RLP Industries Inc.; Robert J Gallivan, Jr. & Barbara Gallivan; Steven Engwall; Susan S Murphy Marital Trust Dtd 11-15-2012, Susan S Murphy Trustee; Tara N Fedric Living Trust; Wakefield Limited Partnership Llp, C/O Security Bank & Trust; Wellfleet Investment Fund II Lp; New Mexico State Land Office; State Of New Mexico Taxation & Revenue Department; Bureau of Land Management.

Application of Cimarex Energy Company for administrative approval to surface commingle (lease) oil and gas production, off-lease measure, and off-lease store from spacing units comprised of the E/2 of Section 29 and the NE/4 of Section 32, Township 23 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands"). Cimarex Energy Company (OGRID No. 215099) ("Cimarex"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease), off-lease store, off-lease measure, and off-lease market diversely owned oil and gas production at the James 20&29 Tank Battery insofar as all existing and future wells drilled in the following spacing units:

(a) The 240-acre spacing unit comprised of the E/2 E/2 of Section 29 and the NE/4 of Section 32, in the Sand Dunes Bone Spring, South [53805] – currently dedicated to the James 29-32 Federal Com 31H (API. No. 30-025-52012);

(b) The 240-acre spacing unit comprised of the W/2 E/2 of Section 29 and the W/2 NE/4 of Section 32, in the Sand Dunes Bone Spring, South [53805] – currently dedicated to the James 29-32 Federal Com 32H (API. No. 30-025-52013); and

(c) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the James 20&29 Tank Battery (located in the NE/4 NW/4 of Section 29) 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](mailto:cassie.culpepper@coterra.com). #00292430

67100754

00292430

HOLLAND & HART LLC  
110 N GUADALUPE ST., STE. 1  
SANTA FE, NM 87501



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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY COTERRA ENERGY OPERATING CO.      ORDER NO. CTB-1172**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

**FINDINGS OF FACT**

1. Coterra Energy Operating Co. (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant 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 as described in Exhibit A.

**CONCLUSIONS OF LAW**

7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells as described in Exhibit A.

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

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
3. 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.
4. 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.
5. 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.

6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. 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.
8. 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.
9. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).
12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 12/10/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: CTB-1172

Operator: Coterra Energy Operating Company (215099)

Central Tank Battery: James 20 & 29 Tank Battery

Central Tank Battery Location: UL C, Section 29, Township 23 South, Range 32 East

Gas Title Transfer Meter Location: UL C, Section 29, Township 23 South, Range 32 East

### Pools

Pool Name	Pool Code
SAND DUNES;BONE SPRING, SOUTH	53805

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 106743738	E2E2	29-23S-32E
	E2NE	32-23S-32E
CA Bone Spring NMNM 106743739	W2E2	29-23S-32E
	W2NE	32-23S-32E
CA Bone Spring SLO 205063 PUN 1405641	E2E2	29-23S-32E
	E2NE	32-23S-32E
CA Bone Spring SLO 205064 PUN 1405633	W2E2	29-23S-32E
	W2NE	32-23S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52012	JAMES 29 32 FEDERAL COM #031H	E2E2	29-23S-32E	53805
		E2NE	32-23S-32E	
30-025-52013	JAMES 29 32 FEDERAL COM #032H	W2E2	29-23S-32E	53805
		W2NE	32-23S-32E	

Sante Fe Main Office  
Phone: (505) 476-3441

General Information  
Phone: (505) 629-6116

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

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

CONDITIONS

Action 368008

CONDITIONS

Operator: Coterra Energy Operating Co. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 368008
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	12/15/2025