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MF111990

PSA00395

PSA00389

INUT 12245

INUT 12246

INUT 12247

INUT 12248

INUT 122412250

INUT 12251

INUT 12253

State Lease

MF111990

Control

07-108462

Base File

116455

County

REEVES

Survey

PUBLIC SCHOOL LAND

Block

C-20

Block Name

Township

Section/Tract

12

Land Part

ALL

Part Description

Acres

574

Depth Below

Depth Above
1001 Wolfcamp

Depth Other
1001 below Wolfcamp

Leasing: DL

Analyst: DL

Maps: JK

GIS: MC

DocuShare: _____

Name

CIMAREX ENERGY CO.

Lease Date

7/1/2010

Primary Term

5 yrs

Bonus (\$)

\$200,900.00

Rental (\$)

\$0.00

Lease Royalty

0.1250

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RAL REVIEW SHEET

Transaction # 6907 **Geologist:** R. Widmayer
Lessor: Harrison, Michael Anderson, William Henry Oliver Harrison **Lease Date:** 7/1/2010 **UT** ☐
Lessee: Cimarex Energy Co. **Gross Acres:** 574
Net Acres: 574

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-108462	116455		12	C20	00	PUBLIC SCHOOL LAND	3597

TERMS OFFERED

Primary Term: 5 years
Bonus/Acre: \$700.00
Rental/Acre: \$1.00
Royalty: 1/4

TERMS RECOMMENDED

Primary Term 5 years
Bonus/Acre \$700.00
Rental/Acre \$1.00
Royalty 1/4

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF107472	Bracero Oil Company	5/31/2006	5 years	\$600.00	\$1.00	1/4	Last Lease

Comments: 2nd and 3rd year rentals are paid up. 4th year rental will be \$700.00 per acre and will pay up the 5th year.

Approved: TH 9/1/10

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 01-Sep-10

FROM: Robert Hatter, Director of Mineral Leasing
Tracey Throckmorton, Geoscience Manager

Applicant: Cimarex Energy Co.

County: REEVES

Prim. Term: 5 years

Bonus/Acre

\$700.00

Royalty: 1/4

Rental/Acre

\$1.00

Consideration

Recommended: TH

Date: 9/1/10

Not Recommended: _____

Comments: 2nd and 3rd year rentals are paid up. 4th year rental will be \$700.00 per acre and will pay up the 5th year.

Lease Form

Recommended: TRH

Date: 9/3/10

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner

Date: 9-10-10

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel

Date: 9/13/10

Recommended: WVW

Not Recommended: _____

Larry Laine, Chief Clerk

Date: 9/24/10

Approved: [Signature]

Not Approved: _____

Jerry Patterson, Commissioner

Date: 9/14/10

Approved: [Signature]

Not Approved: _____

File No. 111990

RAL Sheer

Date Filed: 9/1/10

Jerry E. Patterson, Commissioner

By GM

FILE # 4818

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

MF 111990

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of July, 2010, between the State of Texas, acting by and through its agent, Michael Anderson Harrison, a married man dealing in his sole and separate property; William Henry Oliver Harrison, Jr., a married man dealing in his sole and separate property; Kathryn Nell Harrison, a single woman dealing in her sole and separate property.

of P.O. Box 2399, Pecos, Texas 79772

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and Cimarex Energy Co.

of 600 N. Marienfeld, Suite 600, Midland, Texas 79701 hereinafter called Lessee.

(Give Permanent Address)

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

Section 12, A-3597, Block C-20, PSLS

containing 574.00 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Two hundred thousand, nine hundred dollars and 00/100

Dollars (\$200,900.00)

To the owner of the soil: Two hundred thousand, nine hundred dollars and 00/100

Dollars (\$200,900.00)

Total bonus consideration: Four hundred one thousand, eight hundred dollars and 00/100

Dollars (\$401,800.00)

The total bonus consideration paid represents a bonus of Seven Hundred and 00/100

Dollars (\$700.00) per acre, on 574.00 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of 5 (Five) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.



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3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the _____

See Exhibit "A" for Rental Instructions Bank, at _____ or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: _____
Dollars (\$ _____)

To the State of Texas: _____
Dollars (\$ _____)

Total Delay Rental: _____
Dollars (\$ _____)

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4 part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4 part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4 part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.



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6. **ROYALTY IN KIND.** Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. **NO DEDUCTIONS.** Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. **PLANT FUEL AND RECYCLED GAS.** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. **ROYALTY PAYMENTS AND REPORTS.** All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. **(A) RESERVES, CONTRACTS AND OTHER RECORDS.** Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. **DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM.** If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking



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operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.



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(B) **HORIZONTAL.** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) **IDENTIFICATION AND FILING.** The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. **OFFSET WELLS.** Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. **FORCE MAJEURE.** If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. **WARRANTY CLAUSE.** The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) **PROPORTIONATE REDUCTION CLAUSE.** If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) **REDUCTION OF PAYMENTS.** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. **USE OF WATER.** Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. **AUTHORIZED DAMAGES.** Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. **PIPELINE DEPTH.** When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. **WELL LOCATION LIMIT.** No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.



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25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the



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Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.



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Original filed in
Harris County
Clerk's Office

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

LESSEE

Cimarex Energy Co.

By: Roder Alexander
Title: Attorney-in-Fact for Cimarex Energy Co.

Date: _____

STATE OF TEXAS

BY: Michael Anderson Harrison
Michael Anderson Harrison, a married man
dealing in his sole and separate property

Individually and as agent for the State of Texas

Date: _____

STATE OF TEXAS

BY: William Henry Oliver Harrison, Jr.
William Henry Oliver Harrison, Jr., a married
man dealing in his sole and separate property

Date: _____

STATE OF TEXAS

BY: Kathryn Nell Harrison
Kathryn Nell Harrison, a single woman dealing
in her sole and separate property

Date: _____

STATE OF TEXAS

BY: _____

Individually and as agent for the State of Texas

Date: _____



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copy of
Original filed in
Harris County
Clerks Office

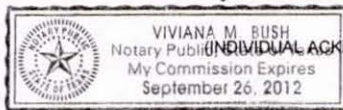
STATE OF Texas

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF Midland

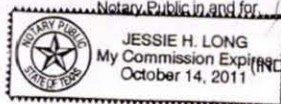
BEFORE ME, the undersigned authority, on this day personally appeared Roger Alexander
 known to me to be the person whose name is subscribed to the foregoing instruments as Attorney-in-Fact
 of Cimarex Energy Co. and acknowledged to me that he
 executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 1st day of September, 20 10.

Notary Public in and for Viviana M. BushSTATE OF TexasCOUNTY OF Reeves

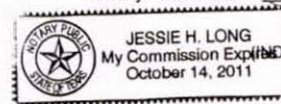
This instrument was acknowledged by Michael Anderson Harrison, a married man dealing in his sole and separate property
 known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes
 and consideration therein expressed.

Given under my hand and seal of office this the 25th day of August, 20 10.

Notary Public in and for Jessie H. LongSTATE OF TexasCOUNTY OF Reeves

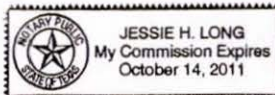
This instrument was acknowledged by William Henry Oliver Harrison, Jr., a married man dealing in his sole and separate property
 known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes
 and consideration therein expressed.

Given under my hand and seal of office this the 25th day of August, 20 10.

Notary Public in and for Jessie H. LongSTATE OF TexasCOUNTY OF Reeves

This instrument was acknowledged by Kathryn Nell Harrison, a single woman dealing in her sole and separate property
 known to me to be the persons whose names are 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 the 25th day of August, 20 10.

Notary Public in and for Jessie H. Long

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 Clerks Office

EXHIBIT "A"

Paragraph 3 and 16(B) in the printed Form Lease are deleted in their entirety and replaced with the following:

PAID UP RENTALS

3. Rentals for years two and three of this lease have been prepaid as part of the total lease bonus consideration for the first three years of this lease. One half (1/2) of this amount has been paid to the Lessor and one half (1/2) has been paid to the State of Texas. Rental for the fourth year in the amount of \$401,800.00 has not been paid and if the fourth year rental is not paid then this lease will expire. One half (1/2) of the fourth year rental will be paid to the Lessor and one half (1/2) will be paid to the State of Texas. Rental for the fifth year is included in the fourth year rental and if the fourth year rental is paid then no additional rentals are due under this lease.

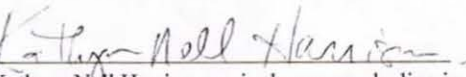
HORIZONTAL

16. (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths in each well located on acreage retained in Paragraph 16 (A) above, EXCEPT depths from 100' above and 100' below each zone and/or formation producing in paying quantities. Notwithstanding the foregoing, if there is more than one separate and identifiable zone and/or formation that is producing in paying quantities and Lessee desires to produce each of these zones and/or formations, Lessee shall provide Lessors with a written communication identifying in detail each separate and identifiable zone and/or formation that is producing in paying quantities and this lease shall then remain in force and effect as to depths from 100' above and 100' below each separate producing zone and/or formation identified by Lessee so long as oil or gas is produced in paying quantities.


Michael Anderson Harrison, a married man
dealing in his sole and separate property


Roger Alexander
Attorney-In-Fact
Cimarex Energy Co. *pm*


William Henry Oliver Harrison, Jr., a married man
dealing in his sole and separate property

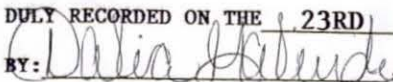

Kathryn Nell Harrison, a single woman dealing in
her sole and separate property

FILE # 4818

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL
LAW

FILED FOR RECORD ON THE 17TH DAY OF DECEMBER A.D. 2010 4:20 P M.

DULY RECORDED ON THE 23RD DAY OF DECEMBER A.D. 2010 9:00 A M.

BY:  DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



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copy of
Original filed in
Reeves County
Clerks Office

(2)

File No. 111990

Lease

Date Filed: 1/12/11

Jerry F. Patterson, Commissioner

By GH

11990

**CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES**

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. **860**
PAGE 776 THRU 785

**OFFICIAL PUBLIC
RECORDS**

I hereby certified on 12/30/2010



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY Dalia Galindo (DEPUTY)
DALIA GALINDO

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995



Check Number **0001331215**

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21708042010	08/04/2010		50.00	0.00	50.00
					11704488 121

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995



Check Number **0001333306**

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ08242010	08/24/2010		416,549.00	0.00	416,549.00
					11704489
		MF 111989	215,649.00		
		MF 111990	200,900.00		
			<u>416,549.00</u>		
					121

023492

Vendor

Check Date: 09/02/2010

Check Amount

416,549.00

✓

121

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CIMAREX

Checking Account

WELLS FARGO BANK NA

10710934

59-382/412

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

Vendor No.	Check No.	Check Date	Check Amount
023492	0001331216	08/20/2010	*****\$200.00

PAY Two Hundred Dollars and Zero Cents

TO THE
ORDER
OF

STATE OF TEXAS
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701-1495

Paul Korus
Muriel M. Nilla

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

1331216

Cimarex Energy Co.

600 N. Marienfeld St.

Suite 600

Midland, Texas 79701

PHONE 432.571.7800



January 10, 2011

Mineral Leasing Division
Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78701-1495

Certified mail #91 7108 2133 3938 4681 5598

RE: Mineral Classified Leases
Section 12, A-3597, Block C-20, PSL Survey
& Section 24, SAE SE/4NE/4NE/4 & the NE/4NW/4NW/4, A-3491,
Block 2, H&GN RR Co Survey
Reeves County, TX

Dear Mr. Reid,

Please find enclosed two (2) certified copies of the Oil and Gas Leases filed of record in Reeves County, Texas covering the above captioned lands, along with a check representing the bonus consideration for said leases. Specifically, please find the following certified copies of the leases and corresponding check as follows:

Lessor: Michael Anderson Harrison, a married man dealing in his sole and separate property;
William Henry Oliver Harrison, Jr., a married man dealing in his sole and separate property;
Kathryn Nell Harrison, a single woman dealing in her sole and separate property
Recorded: Section 12 - Volume 860, Page 766
Section 24 - Volume 860, Page 776
Check Number 0001333306 - \$416,549.00 (bonus consideration)

Additionally, please find enclosed a \$50.00 check to cover the filing fee for both of the above lease.

Please respond with written verification of receipt of the above check, along with written verification of receipt and acceptance of the above recorded lease. If I can be of further assistance, please contact me at the number below.

Sincerely,

A handwritten signature in cursive script that reads "Tish Maney".

Tish Maney
(432) 571-7892

New (2)
Cimarex Energy Co.
600 N. Marienfeld St.
Suite 600
Midland, Texas 79701
PHONE 432.571.7800



August 16, 2010

Mineral Leasing Division
Texas General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78701-1495

RE: Mineral Classified Leases
Lease 1: All of Section 12, Blk C-20, PSLs
Lease 2: All of Section 24, Blk 2, H&GN (SAE the SE/4NE/4NE/4 and NE/4NW/4NW/4)
Reeves County, TX

Dear Mr. Reid,

Michael Anderson Harrison, et. al., acting as agent for the State of Texas, as Lessor, and Cimarex Energy Co., as Lessee, ("The Parties") have reached an agreement to lease the above-captioned lands in Reeves County, TX. Each section will be included on a separate lease form. The agreed upon terms for each lease are as follows:

Primary Term:	five (5) years
Royalty:	one-fourth (1/4)
Bonus Consideration:	\$700.00 / net acre
Rentals:	Years 1-3 are paid up. A one-time payment of \$700/net acre is required for years 4 and 5

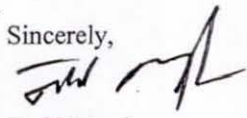
Michael Anderson Harrison, et. al. is the "Owner of the Soil" for an undivided 100% interest in each of the above-captioned lands.

An addendum to the lease form has been attached to the lease and is enclosed for your review. Additionally, a check in the amount of \$200.00 has been included to cover the processing fee for both leases.

If the lease meets with the approval of the State of Texas, please notify me at the letterhead address or via email at tmeador@cimarex.com, and I will send the originals to be recorded in Reeves County. A certified copy of the recorded leases will be provided to the State when available, along with the bonus consideration.

If I can be of further assistance, please contact me at the number below.

Sincerely,


Todd Meador
Landman
(432) 571-7858

File No. 111990

Cover Letter @ Fee

Date Filed: 12/7/11

Jerry E. Patterson, Commissioner

By GH

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 6, 2011

Todd Meador
Cimarex Energy Co
600 N Marienfeld St, Suite 600
Midland, TX 79701
Re: **State Lease MF 111990**

RAL lease dated July 1, 2010 recorded in Bk 860, Pg 766
Covering Sec. 12, Blk C-20, A-3597, PSL Survey, Reeves, 574
ac., Michael Anderson Harrison, et al, agents for State of TX,
Lessors

Dear Mr. Meador:

The certified copies of the Relinquishment Act leases covering the referenced tract have been approved and filed in our records under Mineral File Number 111990. **Please refer to these numbers when making payments to the State and in all future correspondence concerning the leases. Failure to include the mineral file numbers may delay processing of any payments towards the leases.**

There are several contractual and statutory responsibilities for the Lessee which are material provisions of the lease as outlined in the agreement such as Section 10(B) which requires submission of written notice for all drilling, production and related activities. When forms are filed with the Texas Railroad Commission, they are required to be submitted to the General Land Office as well. Examples are W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G-1, Gas Well Completion Report and Log; W-3, Plugging Report; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; electric logs; directional surveys.

Chapter 52 of the Texas Natural Resources Codes specifies that the surface owner's right to receive a portion of the revenues generated by the lease shall be in lieu of all damages to the soil. Therefore, any payments made for surface use or damages other than the authorized damages set out in the lease form must be shared equally with the state.

The State's portion of the cash bonus of **\$200,900.00** has been paid out of your remittance of **\$416,549.00**. Your remittances of **\$100.00** and **\$25.00** have been applied to the processing fee and filing fee.

Sincerely yours,

Drew Reid
Mineral Leasing
Energy Resources
(512) 475-1534
drew.reid@glo.texas.gov

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. 111990

Final Letter

Date Filed: 12/6/11

Jerry E. Patterson, Commissioner

By GH



Check Number 0001497948

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21703042013U	03/04/2013	MF111990 (P)	200,900.00	0.00	200,900.00
					13708876
					121

023492

← Vendor

Check Date: 03/21/2013

Check Amount

200,900.00



CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

WELLS FARGO BANK NA

13708876

Present for payment within 180 days.

Vendor No.	Check No.	Check Date	Check Amount
023492	0001497948	03/21/2013	*****\$200,900.00

PAY Two Hundred Thousand Nine Hundred Dollars and Zero Cents

TO THE
ORDER
OF
STATE OF TEXAS
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701-1495

Paul Korns
Sherril M. Nitta

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

^PLEASE DETACH AT PERFORATION ABOVE^

CIMAREX ENERGY CO
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203-4518
(303) 295-3995

^PLEASE DETACH AT PERFORATION ABOVE^



Check Number 0001497948

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21703042013U	03/04/2013		200,900.00	0.00	200,900.00
13708876					
121					

023492 Vendor Check Date: 03/21/2013 Check Amount 200,900.00

Cimarex Energy Co.

600 N. Marienfeld St.

Suite 600

Midland, Texas 79701

PHONE 432.571.7800



State of Texas
Attn: Drew Reid
1700 N. Congress Ave, Suite 840
Austin, TX 78701-1495

Dear Mr. Reid,

Please find attached a check for \$200,900.00 exercising the rental payment for the 4th and 5th years on the current Mineral Classified Oil & Gas Lease. Your check represents 1/2 of the total rental paid (574 nma X \$700 = 401,800.00).

State Lease MF 111990

RAL lease dated July 1, 2010 recorded in Book 860, Page 766

Covering Section 12, Block C-20, A-3597, PSL Survey, Reeves County, Texas, 574.0 acres

Michael Anderson Harrison, et al, agents for State of Texas, Lessors

Should you have any questions my e-mail address is, dfharris@cimarex.com.

Sincerely,

A handwritten signature in blue ink that reads "Debra".

Debra Harris
Petroleum Landman

Direct Line: 432-571-7871

4. 313

File No. MF111990

Rental Payment

Date Filed: 04/03/2013

By Jerry E. Patterson, Commissioner

5

DECLARATION OF POOLED UNIT

(Judith 2-16 Unit)

STATE: TEXAS
COUNTY: REEVES

This Declaration of Pooled Unit is executed by the undersigned parties, who are the owners in the leasehold estate created under those oil, gas and mineral leases and memorandums of oil, gas and mineral leases, all described in Exhibit "A", which exhibit is attached to and incorporated by reference into this Declaration of Pooled Unit (collectively referred to as the "Unit Leases" or "Leases").

The pooling, unitization, and combination of the Unit Leases to form the Pooled Unit, described below, is necessary and advisable, in the judgment of the undersigned, to develop and produce oil and gas from the Unit Leases.

1. **Declaration of Unit.** In consideration of the premises the undersigned pools, unitizes, and combines the Unit Leases, including all renewals, extensions, ratifications, and amendments of the Unit Leases and the lands covered by those Leases and the mineral and/or royalty estates in the lands subject to the Leases into a unit for the exploration, development, and production of oil, gas, and associated hydrocarbons (the "Unit").

All drilling, reworking, or other operations on the land within the Unit shall be considered as though such drilling, reworking, or other operations were on each separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the Leases or other contracts thereon and this Declaration. Similarly, production from the Unit shall be deemed to have been produced from each such separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of each of the Leases or other contracts thereon and this Declaration. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each tract bears to the total number of surface acres in the Unit. If at any time any tract of land or interest within the Unit is not properly pooled or unitized by this Declaration, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or otherwise invalidate the Unit as to any interest pooled or unitized by this Declaration.

Nothing in this Declaration is intended to be construed as a cross-assignment or cross-conveyance of any interest that is subject to this Declaration.

Description of Unit Area. The Unit Area includes the Unit Leases described on Exhibit "A," is described on Exhibit "B," and is further depicted on Exhibit "C", each of which are attached to and incorporated by reference into this Declaration for all purposes, but only as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells located within the Unit Area. The depths pooled under this Declaration shall be limited from the top of the Wolfcamp Formation to the base of the Wolfcamp Formation. The top of the Wolfcamp Formation is defined as the stratigraphic equivalent of 10635' as seen on the Schlumberger Compensated Neutron Log-Three Detector Litho-Density log in the Cimarex Energy Co., Ruby 1-39 #1H well (API# 42-389-33662), located 200' FSWL and 660' FSEL Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas. The Base of the Wolfcamp Formation is defined as the stratigraphic equivalent of 15,722', as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API# 4238932189), located 2350' FSL and 1016' FWL Section 14, Block C-20, PSL Survey, Reeves County, Texas.

2. **Unit Name.** The Pooled Unit created by this Declaration shall be known as the Judith 2-16 Unit, containing 779.8 acres, more or less.

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3. **Additional Interest Included.** In the event the undersigned, as of the effective date of this Declaration, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to in this Declaration which cover lands within the Unit Area, or any interest for which ratification of the Unit created by this Declaration is necessary, those interests are hereby pooled and combined into the Unit, without the necessity of specifically enumerating such interest or interests or the specific land which they cover or in which they are held.

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4. **Ratification of Unit.** This Declaration may be ratified by other parties by separate instruments in writing, referring to this Declaration. This Declaration of Pooled Unit, and each counterpart or ratification of it shall be binding on each party who executes it, without regard to whether any other party owning an interest in the Unit Leases or Unit Area may execute this Declaration, or a counterpart or ratification of it. Nothing in this paragraph shall be construed as an offer to third parties to ratify this Declaration.

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5. **Successors and Assigns.** This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned.

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6. **Other Lands.** In the event the Leases cover lands in addition to those comprising the Unit, those other lands shall not be affected by this Declaration and nothing in this Declaration shall be construed in any manner as changing or affecting the rights, privileges, obligations or agreements of the Lessors and Lessee as to those other lands covered by the Leases.

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7. **Counterparts.** This Declaration may be executed by all parties or in separate counterparts. If executed in separate counterparts, all counterparts, when executed by one or more of the undersigned and delivered to and accepted by the Lessee shall constitute one and the same agreement. This Declaration (whether executed in one document or in multiple counterparts) shall be individually binding on each party who executed it without regard to whether this Declaration is executed by all parties, and shall be binding upon the heirs, successors and assigns of the parties hereto.

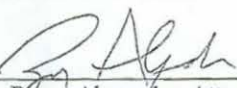
8. **Effective Date.** The Unit created by this Declaration shall be effective as of the date filed of record and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in the manner provided for under the terms of the Leases.

This Declaration of Pooled Unit is executed as of the date of the acknowledgment below.

OPERATOR/LESSEE:

CIMAREX ENERGY CO.

By:


Roger Alexander, Attorney-in-Fact 

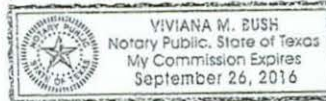
ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 5th day of February, 2014, by Roger Alexander, Attorney-in-Fact for Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

Viviana M. Bush
Notary Public in and for the State of Texas



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EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooled Unit by Cimarex Energy Co., as Operator.

OIL AND GAS LEASES SUBJECT TO THIS AGREEMENT:

1. Dated: June 1, 2010
Lessor: William Henry Oliver Harrison, Michael A. Harrison and Kathryn Nell Harrison
Lessee: Cimarex Energy Co.
Recorded: Book 862, Page 677
Land Description: All of Section 16, Block 2, H&GN RR Co. Survey, Reeves County, Texas, containing 636.8 acres more or less
2. Dated: June 1, 2010
Lessor: The State of Texas, acting by and through its agent, William Henry Oliver Harrison, Jr., Michael A. Harrison and Kathryn Nell Harrison
Lessee: Cimarex Energy Co.
Recorded: Book 860, Page 766
Land Description: A tract of land described as: Beginning at a calculated corner from which a found 1-1/2" iron pipe marked "SE 16" for the East corner of Section 16, Block 2, H. & G. N. RR. Co. Survey bears N 57°58'31" E, 5276.77 feet for the northernmost East corner of Section 12, Block C-20, Public School Land Survey and the South corner of said Section 16, the same being the East corner of this 143.0-acre tract;
- Thence N 31°59'57" W, with a Northeast line of said Section 12 and the Southwest line of said Section 16, a distance of 4305.32 feet to a point for the northernmost North corner of said Section 12 and the North corner of this tract;
- Thence S 1°52'55" W, with the Northwest line of said Section 12, at 2266.10 feet pass a point for the South corner of Section 13, Block C-20, Public School Land Survey and the East corner of Section 11, Block C-20, Public School Land Survey, continuing on the same course for a total distance of 5187.46 feet to a point for the northernmost West corner of said Section 12 and the South corner of this tract;
- Thence N 57°58'31" E, with a Southeast line of said Section 12, a distance of 2891.86 feet to the place of beginning, containing 143.0 acres located in Section 12, Block C-20, A-3597, PSL Survey, Reeves County, Texas, containing 143.0 acres more or less

END OF EXHIBIT "A"

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EXHIBIT "B"

Attached to and made a part of that certain Declaration of Pooled Unit by Cimarex Energy Co.,
as Operator.

Description of Lands

TRACT 1:

All of Section 16, Block 2, H&GN RR Co. Survey, Reeves County, Texas, containing 636.8
acres more or less

TRACT 2:

A tract of land described as Beginning at a calculated corner from which a found 1-1/2" iron
pipe marked "SE 16" for the East corner of Section 16, Block 2, H. & G. N. RR. Co. Survey
bears N 57°58'31" E, 5276.77 feet for the northernmost East corner of Section 12, Block C-20,
Public School Land Survey and the South corner of said Section 16, the same being the East
corner of this 143.0-acre tract;

Thence N 31°59'57" W, with a Northeast line of said Section 12 and the Southwest line of
said Section 16, a distance of 4305.32 feet to a point for the northernmost North corner of said
Section 12 and the North corner of this tract;

Thence S 1°52'55" W, with the Northwest line of said Section 12, at 2266.10 feet pass a
point for the South corner of Section 13, Block C-20, Public School Land Survey and the East
corner of Section 11, Block C-20, Public School Land Survey, continuing on the same course
for a total distance of 5187.46 feet to a point for the northernmost West corner of said Section
12 and the South corner of this tract;

Thence N 57°58'31" E, with a Southeast line of said Section 12, a distance of 2891.86 feet
to the place of beginning, containing 143.0 acres more or less.

Tracts no. 1 and no. 2 combining to total 779.80 acres, more or less.

Interval Pooled

The depths pooled under this Declaration shall be limited from the top of the Wolfcamp
Formation to the base of the Wolfcamp Formation. The top of the Wolfcamp Formation is
defined as the stratigraphic equivalent of 10635' as seen on the Schlumberger Compensated
Neutron Log-Three Detector Litho-Density log in the Cimarex Energy Co., Ruby 1-39 #1H
well (API# 42-389-33662), located 200' FSWL and 660' FSEL Section 39, Block 1, H&GN
RR Co. Survey, Reeves County, Texas. The Base of the Wolfcamp Formation is defined as the
stratigraphic equivalent of 15,722', as seen on the Schlumberger Platform Express
Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1
well (API# 4238932189), located 2350' FSL and 1016' FWL Section 14, Block C-20, PSL
Survey, Reeves County, Texas.

End of Exhibit "B"

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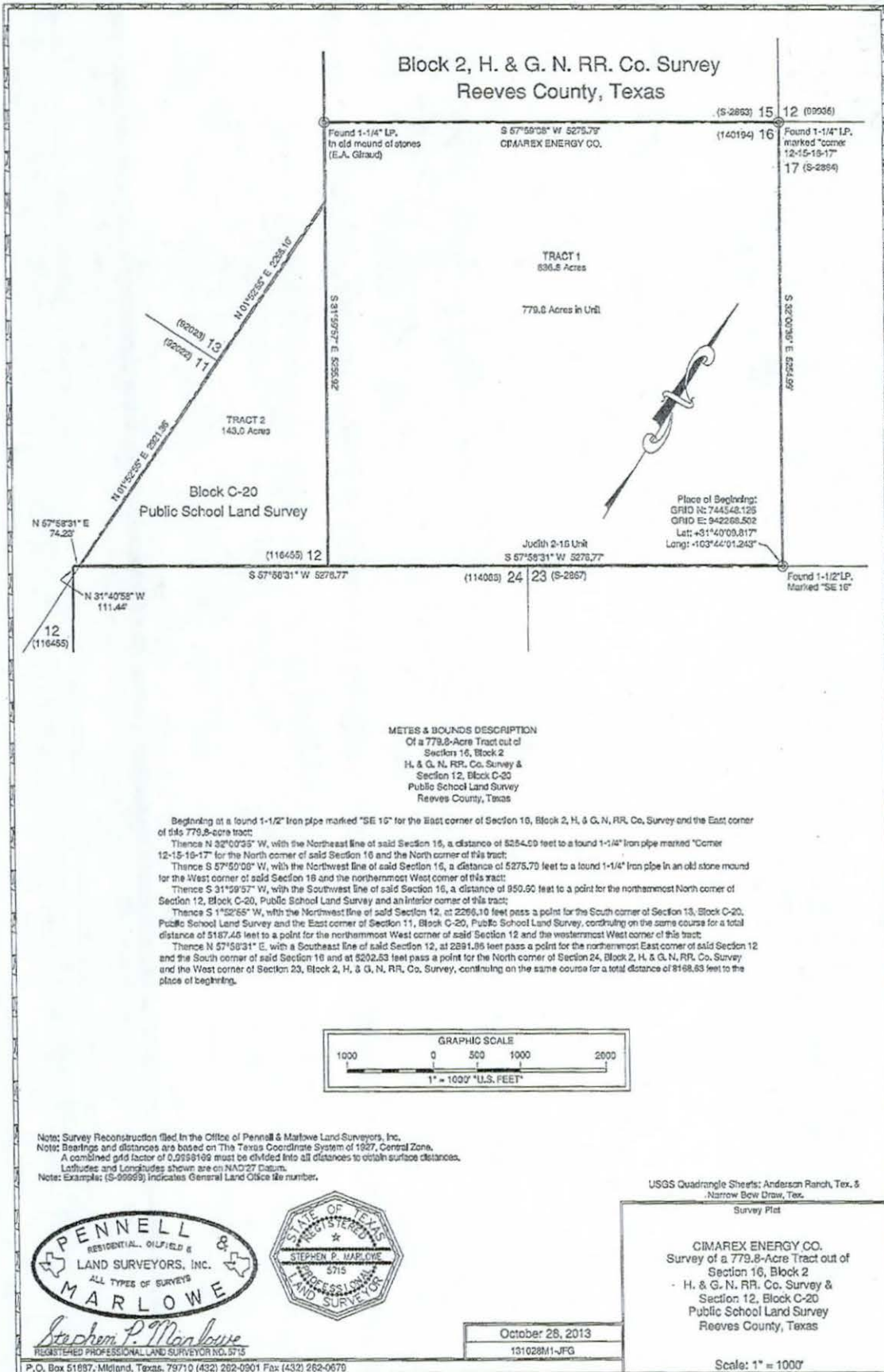
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EXHIBIT "C"

Attached to and made a part of that certain Declaration of Pooled Unit by Cimarex Energy Co., as Operator.



(6)

File No. M-111990
Declaration of Sub: H 2-6
Un. F
Date Filed: 4/29/14
Jerry E. Patterson, Commissioner
By Un

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA145505

Unit Number 6665
Operator Name Cimarex Energy Co.
Customer ID C000044010
Unit Name Judith 2-16 Unit
County 1 Reeves RRC District 1 08
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest 0.02292254
State Part in Unit 0.18338035
Unit Depth Specified Depths
From Depth 7481 TVD
To Depth 15722 TVD
Well Formation Top of Bone Springs to Base of Wolfcamp
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 02/04/2014
Unitized For Oil And Gas
Unit Term
Old Unit Number Inactive Status Date

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF111990	1	143.000000	779.800000	0.183380	0.12500000	0.022923	No

API Number 389-34093 ✓

Remarks:

Prepared By:

REW

Prepared Date:

2/4/14

GLO Base Updated By:

REW

GLO Base Date:

2/4/14

RAM Approval By:

JD

RAM Approval Date:

2/10/14

GIS By:

MC

GIS Date:

5-14-14

Well Inventory By:

MB

WI Date:

2/4/14

Pooling Committee Report

To: School Land Board

UPA145505

Date of Board Meeting: 02/04/2014

Unit Number: 6665

Effective Date: 02/04/2014

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep: Flip Whitworth

Operator: Cimarex Energy Co.

Unit Name: Judith 2-16 Unit

Field Name: Phantom (Wolfcamp)

County:

Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000	143.000	0.02292254

Private Acres:	636.800000
State Acres:	143.000000
Total Unit Acres:	779.800000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	18.34%
<u>State Net Revenue Interest:</u>	2.29%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	Special rules = 704 ac

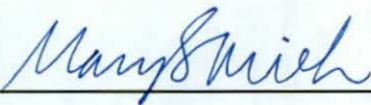
Working File Number: UPA145505

REMARKS:

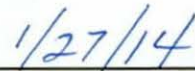
- Cimarex Energy Co. is requesting permanent oil and gas pooling from the surface to 100 feet below the deepest depth drilled.
- The applicant plans to spud the unit well by the end of March, 2014, with a proposed total depth of 13,750 feet TVD. A 5,300 foot lateral is expected to be drilled.
- With approval of the unit the State's unit royalty participation will be 2.29%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

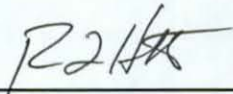
The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Mary Smith - Office of the Attorney General



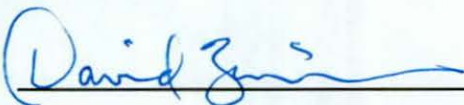
Date



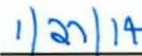
Robert Hatter - General Land Office



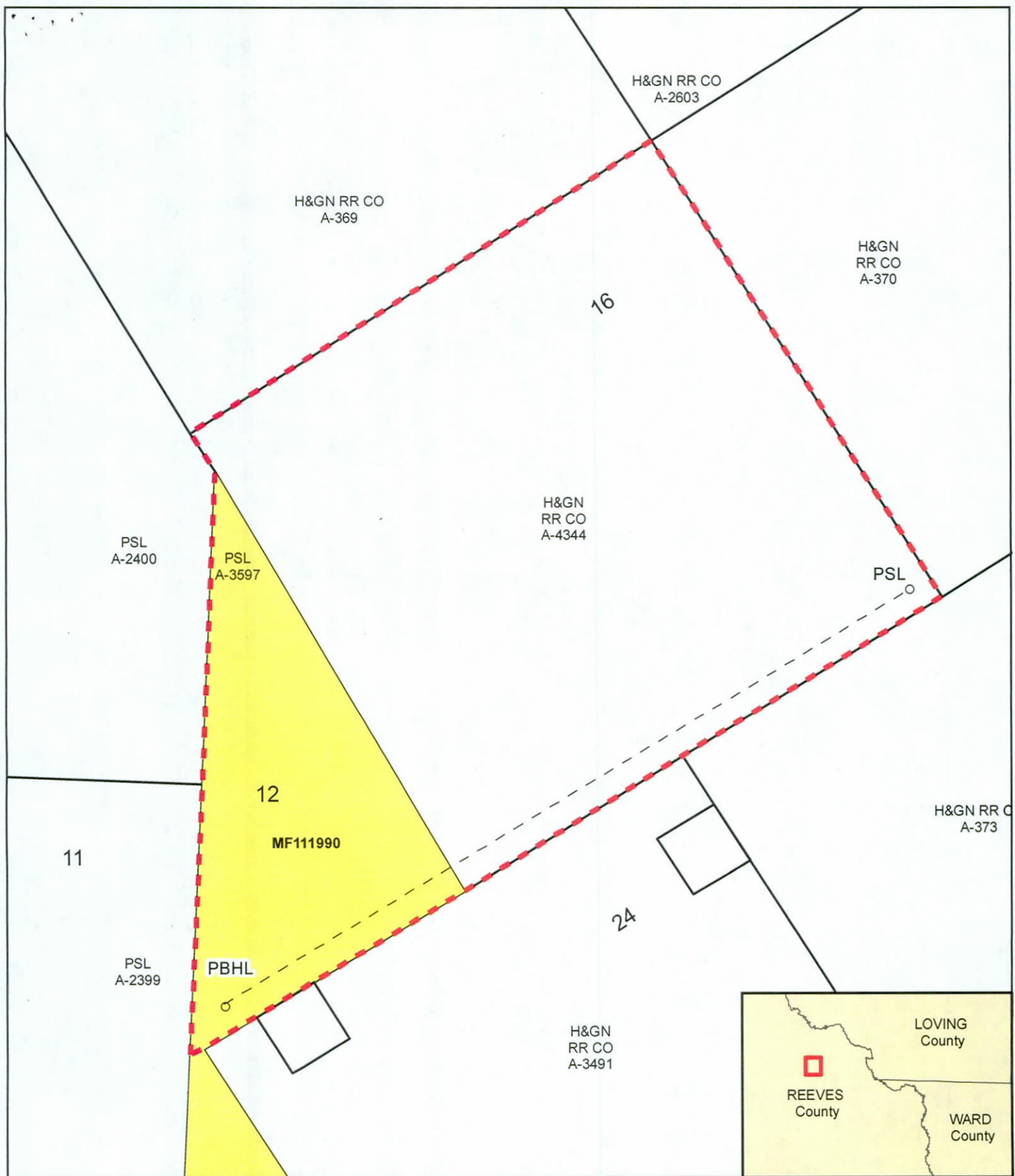
Date



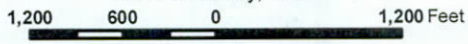
David Zimmerman - Office of the Governor



Date



UPA135505 Unit #6665
Cimarex Energy Co.
Judith 2-16 Unit
Phantom (Wolfcamp)
MF11990
Reeves County, Texas



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Zeke Guillen
IS/BAS/GIS
January 2014

RATIFICATION OF DECLARATION OF POOLED UNIT
JUDITH 2-16 UNIT
GLO UNIT NO. 6665
REEVES COUNTY, TEXAS

WHEREAS, a certain instrument, entitled Declaration of Pooled Unit, Judith 2-16 Unit ("Unit Agreement"), has been executed for pooling certain leases in Reeves County, Texas, as more particularly described in said Unit Agreement filed of Record in Volume 1054, Page 386 of the Official Public Records of Reeves County, Texas; and,

WHEREAS, a person may become a party to said Unit Agreement by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof;

WHEREAS, the State of Texas is the owner of a Royalty Interest in the Judith 2-16 Unit ("Unit") and pursuant to the provisions of Subchapter E, Chapter 52 of the Natural Resources Code, the School Land Board has approved pooling the State's interest into the Unit, upon the condition, however, that the Working Interest Owners agree to the terms hereinafter set forth in consideration of the commitment of the State's Royalty Interest to said Unit, and the Commissioner of the General Land Office is authorized by said statute to commit the State's royalty interest to the Unit on behalf of the State:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the Commissioner of the General Land Office of the State of Texas, acting on behalf of the State, for and in consideration of the premises and the benefits anticipated to accrue to the State under said Unit Agreement, does hereby commit to said Unit the Royalty Interest of the State of Texas as described in said Unit Agreement, and does hereby agree that the State of Texas shall be bound by all of the provisions of said Unit Agreement, except as hereinafter set forth, the same as if the undersigned had executed the original or a counterpart of said Unit Agreement.

This instrument is executed by the undersigned upon the condition that the Working Interest Owners agree to the following terms in consideration of the commitment of the State's Royalty Interest to said Unit:

PURPOSES:

1.

This Ratification is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Ratification to effect equitable participation within the Unit. This Ratification is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the Unit, are described in the Unit Agreement as Exhibit "A" to which leases and the records thereof reference is made for all pertinent purposes. The pooled unit consists of the 779.80 acres as described in Exhibit "B" of the Unit Agreement and is shown on a plat as Exhibit "C" to the Unit Agreement.

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction over the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the top of the Wolfcamp Formation to the base of the Wolfcamp Formation as further described in the Unit Agreement ("unitized interval").

POOLING AND EFFECT:

4.

The State's interest which is within the Unit area is hereby committed thereto to the extent and as above described into said Unit and do unitize and pool hereunder the State's tract described in the Unit Agreement, for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The Unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the Unit shall be considered as though the same were on each separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Ratification.

(c) Production of the pooled mineral from the Unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Ratification.

(d) All rights to the production of the pooled mineral from the Unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to

each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.

(e) A shut-in oil or gas well located upon any lease included within said Unit shall be considered as a shut-in oil or gas well located upon each lease included within said Unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the Unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners or otherwise diminished by reason of this Ratification.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area only as provided in each such lease without regard to Unit operations or Unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a Unit well, shall serve to hold any State lease in force as to any area outside the unitized area regardless of whether the production or operations on the Unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may be provided in each State Lease, the area inside the surface boundaries of the Unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 779 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the Unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Ratification shall not relieve Lessee from the duty of protecting the State lease from drainage from any well situated on privately owned land outside the Unit Area or as to any mineral not pooled hereby, but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the Unit Area, nor to develop the tracts separately, as to the pooled mineral.

(j) Should the Unit Agreement terminate for any cause, the leases and other contracts affecting the lands within the Unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and condition in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of the Unit Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the Unit, there shall be allocated to each tract committed to the Unit that pro rata portion of the pooled mineral produced from the Unit which the number of surface acres covered by each such tract and included in the Unit bears to the total number of surface acres included in said Unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this Ratification be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) the gross proceeds of the sale thereof, whichever is the greatest;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Ratification "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE:

8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Ratification shall become effective as of the effective date of the Unit Agreement.

TERM:

9.

This Ratification shall remain in effect so long as the pooled mineral is being produced from said Unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Ratification.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the Unit is concerned, this Ratification is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

The Unit may be dissolved by Lessee, its heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on the Unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12.

Nothing in this Ratification, nor the approval of this Ratification by the School Land Board, nor the execution of this Ratification by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Ratification may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Ratification are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Ratification so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Ratification upon the respective dates indicated below.

Date Executed

4/1/14

STATE OF TEXAS

Legal
Content
Geology
Executive

[Handwritten initials]
[Handwritten initials]
[Handwritten initials]
[Handwritten initials]

By:

[Handwritten signature of Jerry E. Patterson]
Jerry E. Patterson, Commissioner
General Land Office

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 4th day of February, 2014, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 2nd day of April, 2014.

Stephanie Crenshaw
Secretary of the School Land Board

Date Executed

3/21/14

CIMAREX ENERGY CO.

By:

R. Alexander

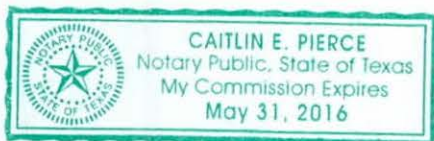
Roger Alexander, Attorney-in-Fact

JA

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on March 21, 2014, by Roger Alexander as Attorney-in-Fact for Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.



Caitlin E. Pierce
Notary Public in and for the State of Texas

File No. M-11990 (7)
Posting Agreement Packet #6665
Judith Z-16 Unit
Date Filed: 4/29/14
Jerry E. Patterson, Commissioner
By [Signature]



Cimarex Energy Co.
202 S. Cheyenne Ave.
Suite 1000
Tulsa, Oklahoma 74103-4346
PHONE: 918.585.1100
FAX: 918.585.1133



June 6, 2016

Texas General Land Office
Matthew Scott
Mineral Leasing
1700 N. Congress
Austin, TX 78701

Re: State Lease No: 111990
Gas Lift Gas Usage
Judith 2-16 Unit 1H
Reeves County, Texas

Dear Mr. Scott,

Cimarex Energy respectfully requests approval for off-lease gas lift on the above referenced General Land Office (GLO) lease. The gas lift gas will be routed through a gas lift meter located at the well head (#428085035G).

Cimarex will continuously meter the off-lease gas to be utilized for gas lift purposes. The gas BTU content and component analysis obtained at the gas lift meter shall be determined by gas sample chromatographic analysis.

Please feel free to contact me with any questions regarding the commingling at 918-585-1100.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sheli Armstrong". The signature is fluid and cursive, with the first name "Sheli" and last name "Armstrong" clearly distinguishable.

Sheli Armstrong
Regulatory Analyst

918 585 1100

File No. MF111990

REEVES County

EASLIFT REQUEST

Date Filed: 8/8/2016

George P. Bush, Commissioner

By MT SCOTT





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 21, 2016

Certified Mail: 7011 1150 0001 2416 7227

Ms. Sheli Armstrong
Regulatory Analyst
Cimarex Energy Co.
202 S. Cheyenne Ave.
Suite 1000
Tulsa, Oklahoma 74103-4346

RE: Your Applications Dated 06/06/2016 for Authority to Utilize Gas Produced on the Leased Premises for Gas Lift Purposes and to Use Off-Lease Gas for Gas Lift Makeup Supply as Applicable to Multiple State Lease Tracts Located in Culberson, Reeves, and Ward County, Texas.

Dear Ms. Armstrong:

General Land Office staff has reviewed your twenty-nine letters requesting permission to utilize gas lift on the leased premises and to use makeup or buy-back gas when necessary to meet gas lift system volume requirements. The primary purpose for the makeup gas is for compressor fuel gas supply, gas lift start-up, and instruments and controls.

Of the various lease types identified in the list of leases shown in the table below, typically a Free Royalty lease would not require GLO review and approval if the gas that is recycled on a lease for gas lift purposes is lease gas only. However, since off-lease gas is required to augment the on-lease gas then in effect the production of each Free Royalty lease is commingled with the gas production from other leases and thus commingling authority is required per Texas Administrative Code (TAC) Rule 9.35 for the Free Royalty leases, as it is for all of the other lease types.

Pursuant to the terms of the applicable State leases and TAC Rules, please be advised that the request to recycle gas on the leased premises and to commingle gas produced on the lease with off-lease gas for gas lift make-up supply is approved for the leases listed in the table below **subject to the following conditions:**

1. Lessee shall install and utilize square-edged orifice meters and meter tubes per all applicable specifications and requirements of API MPMS 14.3/AGA Report No. 3 for gas measurement.

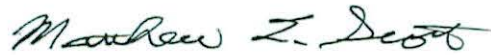
2. Lessee shall continuously meter the gas lift supply to each well and the gas that passes through any other gas lift supply and distribution meter.
3. The gas BTU content and component analysis obtained at each lease/unit gas meter shall be determined by gas sample chromatographic analysis.

Mineral File Number	RRC Lease Name	Lease Type	GLO Unit No.	County
MF077782	Dixieland 10	Upland Fee		Reeves
MF100861	Darcy State 32	RAL		Reeves
MF106747	Whirlaway 38 State	RAL		Culbertson
MF106748	Dust Commander 26	RAL		Culbertson
MF109881	Big Sky 55-16	RAL		Reeves
MF109926	Pink Star 28 Unit	RAL	5460	Culbertson
MF110709	War Emblem 30 State	Upland Fee		Culbertson
MF110711	Lt Gibson 12 State	Upland Fee		Culbertson
MF110729	Anaconda State 55-2	Upland Fee		Reeves
MF111341	Cleveland State 57-23	RAL		Reeves
MF111342	Tempest State 57-35	RAL		Reeves
MF111895	Eighteenmile 56-18	RAL		Reeves
MF111928	Beaverhead State 2-24 Unit	RAL	6663	Reeves
MF111989	Beaverhead State 2-24 Unit	RAL	6663	Reeves
MF111990	Judith 2-16 Unit	RAL	6665	Reeves
MF111990	Sapphire State C20-12	RAL		Reeves
MF112125	Zev 22 Unit	Free Royalty		Culbertson
MF112126	Unbridled 36 A	Free Royalty	7438	Culbertson
MF112127	Northdancer Unit 10	Free Royalty		Culbertson
MF112130	Jet Pilot 24 Upland Fee	Free Royalty		Culbertson
MF112130	Jet Pilot 24 Unit A	Free Royalty	7568	Culbertson
MF114150	Pink Star 28 Unit	Free Royalty	5460	Culbertson
MF114243	Flintlock 34-144	HROW 56		Ward
MF114294	Macbeth 22 Upland Fee	Free Royalty		Culbertson
MF114728	Black Gold 26 Upland Fee	Free Royalty		Culbertson
MF114878	Cannonade 4 Upland Fee	Free Royalty		Culbertson
MF115407	Donerail 8 Upland Fee	Free Royalty		Culbertson
MF115602	Lookout 18 Upland Fee	Free Royalty		Culbertson
MF116113	Bridger 1-36	Free Royalty	6676	Reeves
MF116132	Bridger 1-36	River 52.076	6676	Reeves
MF116556	Worsham '6-22'	River 52.076		Reeves & Ward

Ms. Sheli Armstrong
Cimarex Energy Co.
June 21, 2016
Page 3 of 3

If you have questions, please contact me at (512) 475-2230, or by FAX at (512) 475-1543. My e-mail address is matthew.scott@glo.state.tx.us

Sincerely,

A handwritten signature in cursive script that reads "Matthew T. Scott".

Matthew T. Scott, P.E.
Petroleum Engineer
Energy Resources/Mineral Leasing

cc: Robert Hatter, Deputy Director of Energy Resources
Dale Sump, Director of Minerals Audit

19

File No. MF111990

REEVES County

AGREE TO GAS LIFT

Date Filed: 5/8/2016

George P. Bush, Commissioner

By MT SCOTT

Cimarex Energy Co.
202 S. Cheyenne Ave.
Suite 1000
Tulsa, Oklahoma 74103-4346
PHONE: 918.585.1100
FAX: 918.585.1133



June 6, 2016

Texas General Land Office
Matthew Scott
Mineral Leasing
1700 N. Congress
Austin, TX 78701

Re: State Lease No: 111990
Gas Lift Gas Usage
Sapphire State C20-12 1H
Reeves County, Texas

Dear Mr. Scott,

Cimarex Energy respectfully requests approval for off-lease gas lift on the above referenced General Land Office (GLO) lease. The gas lift gas will be routed through a gas lift meter located at the well head (#428085030G).

Cimarex will continuously meter the off-lease gas to be utilized for gas lift purposes. The gas BTU content and component analysis obtained at the gas lift meter shall be determined by gas sample chromatographic analysis.

Please feel free to contact me with any questions regarding the commingling at 918-585-1100.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sheli Armstrong", with a stylized flourish at the end.

Sheli Armstrong
Regulatory Analyst

918 585 1100

File No. MF111990

REEVES County

GAS LIFT REQUEST

Date Filed: 8/8/2016

George P. Bush, Commissioner

By MT SCOTT



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

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(Endorsement Required)

Total Postage & Fees

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MF 11/990

ATTN

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

Cinmar ex Energy Co. Rebecca Johnson
202 S. Cheyenne Ave., Ste 1000
Tulsa, OK 74103-3001

2011 1150 0001 2415 8850

Certified Mail Provides:

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- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 12/19/2016
Billing Due Date: 1/18/2017
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00141	MF111990	\$713.62	\$0.00	\$71.36	\$36.98	\$821.96
Total Due		\$713.62	\$0.00	\$71.36	\$36.98	\$821.96

Penalty and interest have been calculated thru 12/31/2016. Payment remitted after 12/31/2016 will result in additional penalty and interest charges.

Contact Info: Vanessa Daniels (512) 936-0215 or vdaniels@glo.texas.gov

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Cimarex Energy Co.

Billing Date: 12/19/2016

Billing Due Date: 1/18/2017

Customer Number: C000044010

Remit Payment To:

Texas General Land Office

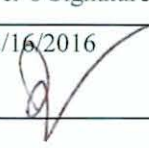
PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
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Total Due		\$713.62	\$0.00	\$71.36	\$36.98	\$821.96
Amt. Paid						

**Energy Financial Management
SMAR Activity / Invoicing Approval**

Auditor/Account Examiner: Vdaniels
Company Name: Cimarex Energy Co
Customer Number: C000044010
Mineral File #: MF111990
Transaction Type: *Volume Reduction*
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$821.96	12/16/16	Under reported Volumes	MM 12/16/2016 	

All original invoices must be approved.

All reductions in billing of more than \$1000 must be approved.

Billing Type(Dropdown)
Volume Reconciliation

Revenue Status(Dropdown)
Recognized

Customer ID: C000044010

Invoice Number:

GLO Lease: MF111990

GLO Review: Cimarex Energy Co

Review Period: Jan through Aug 2015

Category Gas

Auditor/AE: Vdarsels

Billing Date: 12/14/2016

P&I Calculation Date: 12/31/2016

Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particip	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Jun-15	08-45728	1421.00		\$ 2.551005		\$5,709.98	\$713.62	\$0.00	\$713.62	804	4.25%	\$71.36	\$50.68	\$621.96
TOTALS		1421.00		2.551005	0	\$5,709.98	\$713.62	\$0.00	\$713.62			\$71.36	\$50.68	\$621.96

ATTN: Mary Jane Russell
CERTIFIED MAIL: 7011 1150 0001 2415 8850

COMMENTS: Column (3) Under reported sales volume for RRC 08-45728
Column (5) Price noted taken from GLO Report Detail sheet

COLUMN (13)(14)(15) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.



Texas General Land Office

Reconciliation Billing

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

George P. Bush, Commissioner

Cimarex Energy Co.
Attn: Rebecca Johnson
202 S Cheyenne Ave Ste 1000
Tulsa, OK 74103-3001

Billing Date: 12/19/2016
Billing Due Date: 1/18/2017
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00142	MF111990	\$0.00	\$6,616.54	\$661.65	\$392.27	\$7,670.46
Total Due		\$0.00	\$6,616.54	\$661.65	\$392.27	\$7,670.46

Penalty and interest have been calculated thru 12/31/2016. Payment remitted after 12/31/2016 will result in additional penalty and interest charges.

Contact Info: Vanessa Daniels (512) 936-0215 or vdaniels@glo.texas.gov

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Cimarex Energy Co.

Billing Date: 12/19/2016

Billing Due Date: 1/18/2017

Customer Number: C000044010

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00142	MF111990	\$0.00	\$6,616.54	\$661.65	\$392.27	\$7,670.46
Total Due		\$0.00	\$6,616.54	\$661.65	\$392.27	\$7,670.46
Amt. Paid						

**Energy Financial Management
SMAR Activity / Invoicing Approval**

Auditor/Account Examiner: Vdaniels
Company Name: Cimarex Energy Co
Customer Number: C000044010
Mineral File #: MF111990
Transaction Type: *Volume Rollover*
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$7,670.46	12/16/16	Under reported Volumes	MM 12/16/2016 	

All original invoices must be approved.

All reductions in billing of more than \$1000 must be approved.

Billing Type(Dropdown)
Volume Reconciliation

Revenue Status(Dropdown)
Recognized

Customer ID: C000044010
Invoice Number:
GLO Lease: MF111990
GLO Review: Cimarex Energy Co
Review Period: Jan through Aug 2016

Category: Oil
Auditor/AE: Vdaniels
Billing Date: 12/16/2016
P&I Calculation Date: 12/31/2016
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particip	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate For	Interest Rate For	Revenue Due
Mar-15	08-45701	243.00	0.18338035	\$1.574180	1.00	\$14,954.51	\$1,869.31	\$0.00	\$1,869.31	606	4.25%	\$186.93	\$119.06	\$2,175.30
Apr-15	08-45701	227.00	0.18338035	\$1.4619020	1.03	\$10,464.83	\$1,308.10		\$1,308.10	575	4.25%	\$130.81	\$79.59	\$1,517.50
May-15	08-45701	531.00	0.18338035	\$1.768530	1.00	\$27,513.01	\$3,439.13		\$3,439.13	545	4.25%	\$343.91	\$194.62	\$3,977.66
TOTALS		1001.00		\$1.592223		\$52,932.35	\$6,616.54	\$0.00	\$6,616.54			\$661.65	\$392.27	\$7,670.26

ATTN: Mary Jane Russell
CERTIFIED MAIL: 7011 1150 0001 2415 8850

COMMENTS: Column (3) Under reported sales volume for RRC 08-45701
Column (5) Price noted taken from GLO Report Detail sheet

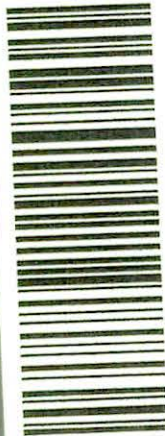
COLUMN (13)(14)(15) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.plo.texas.gov/energy-business/oil-gas/trac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

7011 1150 0001 2415 8850

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



7011 1150 0001 2415 8850

7011 1150 0001 2415 8850

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Article Number
(Transfer from service label)**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

11

File No. MF 111990

County

Recon Billing

Date Filed: 12-21-16

George P. Bush, Commissioner

By AT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cimarex Energy Co.
202 S. Cheyenne Ave., Ste.
1000

Tulsa, OK 74103-3001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Justin Wallace ☐ Agent
☒ Addressee

B. Received by (Printed Name)

JUSTIN WALLACE

C. Date of Delivery

12-27-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7011 1150 0001 2415 8850

UNITED STATES POSTAL SERVICE



First-Class Mail •
Postage & Fees Paid
USPS
Permit No. G-10



Texas General Land Office

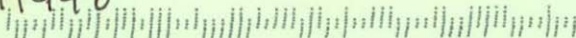
George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

attn: Aurora Jordan 8th flr

MF 111990





11-13-14

MF 111990

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 11/07/2014

Effective Date: 06/01/2014

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: SAPPHIRE STATE C20-12 1H - ENT

Complete Property Description Listed Below

Production: ☒ Oil ☒ Gas ☐ Other: _____

Owner COMMISSIONER OF THE GENERAL Owner Number: 030618 Interest Type: STATE OF TEXAS ROYALTY Decimal Interest: 0.12500000		Interest Type Code: STA1
--	--	--------------------------

Property Description Property: 428085-030.01 SAPPHIRE STATE C20-12 1H Operator: CIMAREX ENERGY CO Location: Reeves, TX Map Reference Information Reeves, TX US Survey: PSL 3597Block: C20Lot: Sec: 12 SHL: 200 FSWL 1980 FEL		
---	--	--

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

SPECIAL CLAUSE: MINERAL FILE #111990, CALCULATION: $1/2 \times 1/4 = .12500000$ RI

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

KEEP THIS COPY

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

12/3/2014

Cimarex Energy Company
202 S Cheyenne Ave, Suite 1000
Tulsa, Oklahoma 74103
Attn: Division Order Analyst

Re: State Lease No. 111990

Owner No. 030618
Property No. 428085-030.01
Well: Sapphire State C20-12 1H

Dear Sir or Madam,

The Texas General Land Office (GLO) has received your Division Order for the Sapphire State C20-12 1H Well. This Division Order has been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas lease. If you have questions concerning this matter, please feel free to e-mail me at brandon.nicholson@glo.texas.gov

Thank you,

Brandon Nicholson
Landman
Mineral Leasing

Enclosure

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF 111990Division orderDate Filed: 11/13/2014 4-2-19

Jerry E. Patterson, Commissioner

By BA v13

CONTENTS OF FILE NO. MF- 11990

- ① PAL Sheet 9/1/10
 ② Lease 1/12/11
 ③ Cover Letter @ Fries 1/12/11
 ④ Final Letter 12/6/11

Scanned MC 3-27-13

5. Rental Payment 04/03/2013

Scanned SM 7/19/13

6. Declaration of Jvd: M 2-16 Unit 7/29/14
 7. Pooling Agmt Packet # 6665
 Jvd: M 2-16 Unit 4/29/14

Scanned PJ 7-9-14

8. Gas Lift Request 8/9/16

9. Agree to gas Lift 8/9/16

10. Gas Lift Request 8/9/16

Scanned PJ 8-31-16

- ⑪ Recon Billing 12-21-16

Scanned PJ 12-29-16

12. DIVISION ORDER 4-2-19

Scanned PJ 4-12-2019

13. PSA00395 12/16/2021

Scanned PJ 21 dec 2021



MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE: June 15, 2021 **PSA#** 00395

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Cimarex Energy Co. to have the State enter into a Production Sharing Agreement for the drilling of the State Lookouts 12-16-17 Unit Sharing Area allocation wells.

- **Cimarex Energy Co.** is the operator of State Unit 6665 (State Lease MF111990 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the State Lookouts 12-16-17 Unit Sharing Area allocation wells which will traverse State Unit 6665.
- The State's participation in the sharing well will be based on productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the Production Sharing Agreement.

DocuSigned by:

661630CF0F2E4D3
General Land Office

6/10/2021

Date

DocuSigned by:

EE8EA19C5EF6406
Office of the Governor

6/11/2021

Date

Office of the Governor

Date



Print Date: 6/8/2021

**PRODUCTION SHARING AGREEMENT
FOR MULTI-SECTION HORIZONTAL WELLS
State Lookouts 12-16-17 Unit Sharing Area**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF REEVES §

The undersigned parties hereby enter into this Production Sharing Agreement for Multi-Section Horizontal Laterals ("Agreement") on this the 1st day of May 2021 ("Effective Date").

Reference is made to those certain Oil and Gas Leases (the "Leases") described in Exhibit "A", and the Pooled Unit described in Exhibit "B", both attached hereto. The Leases and Pooled Unit cover and include lands within the tracts described in Exhibit "C" and are located, in whole or in part, within the area depicted and described in Exhibits "D" and "E," respectively, which covers 1,414.8 acres, more or less (the "Sharing Area"). For the purposes of this Agreement, the Sharing Area shall be further limited to cover only those depths within such area from the top of the Wolfcamp formation to the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016 FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.

Each of the undersigned parties to this Agreement (collectively, the "Interest Owners" and, individually, an "Interest Owner") owns an interest in the leasehold, minerals, royalties, and/or executive rights in or under the Lease(s), Pooled Unit(s), and/or the Sharing Area.

The Interest Owners wish to encourage further development of the Sharing Area through the drilling of Sharing Wells (defined below) in order to: 1) increase the ultimate recovery of oil, gas, and associated hydrocarbons, 2) prevent physical and economic waste and the drilling of unnecessary wells, and 3) to protect the correlative rights of all Interest Owners. The Interest Owners have agreed that a basis for sharing in production from such Horizontal Wells should be established.

NOW THEREFORE, each of the undersigned, for ten dollars (\$10.00), and the recitals, promises, performances, payments, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby agree to the following:

1. For purposes of this Agreement, the following definitions apply:
 - a. "Horizontal Well" shall have the same meaning as "horizontal drainhole well" as currently defined by the Railroad Commission of Texas under its Statewide Rule 86, which is any well intentionally drilled in a horizontal orientation with one or more horizontal drainholes having a horizontal

- 2 -

- drainhole displacement of at least 100 feet within the correlative interval in which the well is completed.
- b. **"Vertical Well"** is any well that is not defined as a Horizontal Well.
 - c. **"PSA Interval"** is the correlative geologic interval limited from the top of the Wolfcamp formation down to and including the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp formation is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016 FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.
 - d. **"Horizontal Drainhole"** is the portion of the Horizontal Well drilled within the PSA Interval between the penetration point and terminus.
 - e. **"Productive Horizontal Drainhole Length"** is the horizontal length of the wellbore path, measured in feet, within the PSA Interval, which begins at the first Take Point of a Horizontal Well and runs along the actually surveyed wellbore path to the last Take Point. In the event a Sharing Well shall be developed with more than one Horizontal Drainhole, the Productive Drainhole Length shall be the sum of such horizontal lengths of all such Horizontal Drainholes.
 - f. **"Take Point"** is any point along a Horizontal Drainhole where oil, gas and associated hydrocarbons could enter the wellbore from the PSA Interval and be produced.
 - g. **"Sharing Tract"** means any of the tracts of land identified and described in Exhibit "C" as Sharing Tracts 1 and 2, all of which comprise and are located within the Sharing Area depicted and described in Exhibits "D" and "E" of this Agreement.
 - h. **"Sharing Well"** is a Horizontal Well in which the Horizontal Drainhole of such well is drilled through two or more Sharing Tracts within the Sharing Area, provided such well has a minimum permitted total Productive Horizontal Drainhole Length of seventy-five hundred feet (7,500'). Further, to qualify as a Sharing Well under this Agreement, each such well must: (1) be completed after the Effective Date of this Agreement; and (2) be drilled and completed in a manner such that the total Productive Horizontal Drainhole Length of such well traverses two or more Sharing Tracts (i.e., any well with a total Productive Horizontal Drainhole Length located entirely on a single Sharing Tract shall not be a Sharing Well under this Agreement).

- i. **"Pooled Unit"** shall mean: (1) the unit known as the Judith 2-16 Unit ("Judith Unit"); which is described in further detail in Exhibit "B". For the purposes of this Agreement, the parties hereto acknowledge and agree that the Pooled Unit is included within the Sharing Area and that such Pooled Unit will be recognized for all purposes hereof to be a Sharing Tract.
 - j. **"Allocation Factor"** is a fraction, the numerator of which is equal to the length of the Productive Horizontal Drainhole Length for such Sharing Well that lies within a given Sharing Tract, and the denominator being the total Productive Horizontal Drainhole Length for such Sharing Well.
2. Cimarex Energy Co. will be the "Operator" of the Sharing Wells and is authorized, but not obligated, to drill, produce and operate Sharing Wells that may traverse Sharing Tracts within the Sharing Area.
 3. Each Interest Owner in each of the Sharing Tracts shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's Allocation Factor. The portions of production, or proceeds from the sale of production, allocated to each Sharing Tract from a Sharing Well shall be paid to the Interest Owners within each Sharing Tract in the same manner as if such allocated share of production was produced entirely from the Sharing Tract to which such share of production is allocated.
 4. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land in which the Horizontal Drainhole is located, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.0 or 100%.
 5. Each Interest Owner in a Pooled Unit shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's allocated share of production from the Pooled Unit, in accordance with the terms of the agreement creating said Pooled Unit, after the Allocation Factor has been applied to the Sharing Tract included in the Pooled Unit.
 6. Production from, or drilling or reworking operations on a Sharing Well, and drilling or reworking operations on any Sharing Tract within the Sharing Area in an effort to obtain or restore production from an existing or proposed Sharing Well, shall be considered to be production from, or drilling or reworking operations on each Sharing Tract, and on each of the Leases within the Sharing Area, provided that the production, or proceeds from the sale of production, from such Sharing Well shall be allocated to the Sharing Tracts in accordance with the Allocation Factor set out above.
 7. The terms of this Agreement shall only apply to Sharing Wells. It is understood that any vertical oil or gas wells and any horizontal oil or gas wells not constituting a Sharing Well hereunder, may now, or in the future, be located within the acreage

covered by the Sharing Area. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas wells, or horizontal oil or gas wells not constituting a Sharing Well hereunder. This Agreement explicitly excludes the Judith 2-16 Unit 1H well (API: 42-389-34093) and Elkhorn 2-17 1H (API: 42-389-34258). Except as otherwise provided herein, this agreement does not modify the terms of the Pooled Unit.

8. This Agreement is intended as a method for allocating production from Sharing Wells, and does not create a cross conveyance of interests or constitute a pooling or unitization of any interest. There are no property lines created by this Agreement that are required to be recognized for the purpose of spacing oil and gas wells. Production from a Sharing Well shall not create any offset obligation, whether express or implied. In the event any Sharing Well shall be plugged back or recompleted in such manner that the well no longer falls within the above definition of a Sharing Well, such well shall no longer be considered a Sharing Well for purposes of this Agreement.
9. The continuous drilling or continuous development provisions of each of the Leases, if any, shall be satisfied by the timely commencement of operations to drill a Sharing Well.
10. The parties to this Agreement hereby waive objection to an application for an exception for a Sharing Well to the rules of the Railroad Commission of Texas which are applicable to the field in which a Sharing Well is completed, or is proposed to be completed, and which rules govern lease line or between well spacing distances, or density of development.
11. The provisions of the Leases and other agreements covering or affecting the Sharing Area are hereby amended to the extent necessary to make such agreements conform to the provisions herein, but not otherwise. In the case of a conflict between the provisions of this Agreement and the provisions of such agreements, the provisions of this Agreement shall control.
12. This Agreement shall remain effective for so long as any of the Leases shall remain in force and effect, provided that Lessee may terminate this Agreement by filing a notice of termination to that effect in the records of Reeves County, Texas at any time that there is no Sharing Well on the Sharing Area producing, or capable of producing in paying quantities, and there are no operations to obtain or restore such production from a Sharing Well.
13. In the event that any of the undersigned Interest Owners owns an unleased mineral interest located in the Sharing Area and grants an oil and gas lease covering that unleased mineral interest subsequent to the Effective Date of this Agreement, such oil and gas lease shall be automatically subject to the terms and conditions of this Agreement.
14. Interest Owners hereby agree, grant, let, convey and deliver unto Operator the right to use the surface and subsurface of each of the Sharing Tracts for the purposes of drilling, completing, operating, producing, repairing, reworking, maintaining, and

plugging wells drilled, in whole or in part, on the Sharing Area or on lands adjacent thereto regardless of whether such adjacent lands have been combined or pooled with any Sharing Tract or the Sharing Area.

~~In addition to the foregoing, each of the undersigned Interest Owners owning mineral, royalty, or non-executive mineral or royalty interest does hereby ratify, adopt, and confirm each of the Leases listed in Exhibit "A", which covers lands in which such owner owns an interest, and does hereby grant, lease and let unto the current owner of the interest of the lessee of each such Lease, all of Interest Owner's interest in the lands covered by the Lease, limited to the depths currently held by such Lease, subject to the same terms and conditions provided for in the Lease, as same may have been heretofore amended.~~

This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments shall be treated and given effect for all purposes as a single instrument.

This Agreement is binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the date set forth in the respective acknowledgements of the parties hereto, but effective as of May 1, 2021.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement pages to follow]

OPERATOR:
CIMAREX ENERGY CO.

Dated this _____ day of _____, 2021

By: (Signature) _____

By: (Printed Name) Michael DeShazer, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Michael DeShazer, 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: _____

INTEREST OWNER:
STATE OF TEXAS

By: _____

Name: Mark A. Havens

Title: Chief Clerk and Deputy Land Commissioner of the Texas General Land Office

Date Executed: _____

Approved:

content

MG

min. leasing

DBO

legal

MG

executive

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

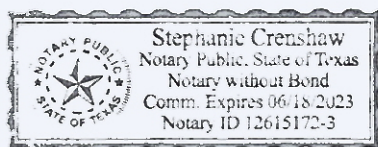
§

§

This instrument was acknowledged before me on this 6th day of August, 2021,
by Mark A. Havens, acting as Chief Clerk and Deputy Land Commissioner for the Texas General
Land Office.

Stephanie Crenshaw

Notary Public in and for the State of Texas



My Commission Expires: 6/18/2023

EXHIBIT "A"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. **Lessor:** State of Texas, acting by and through its agents, Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison
 Lessee: Cimarex Energy Co.
 GLO Lease No.: MF-111990
 Date: July 1, 2010
 Recording: Volume 860, Page 766, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 12, Block C-20, Abstract 3597, PSL Survey, Reeves County, Texas, containing 574.00 acres, more or less

2. **Lessor:** Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison
 Lessee: Cimarex Energy Co.
 Date: July 1, 2010
 Recording: Volume 862, Page 677 (Memorandum), as extended in Volume 994, Page 270, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 16, Block 2, Abstract 4344, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

3. **Lessor:** Mary Winter Anderson
 Lessee: Cimarex Energy Co.
 Date: June 30, 2010
 Recording: Volume 847, Page 451, as amended in Volume 991, Page 749, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

4. **Lessor:** Ford Chapman Mays
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 411, as amended in Volume 991, Page 753, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

5. Lessor: James Chapman Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 414, as amended in Volume 994, Page 260, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
6. Lessor: William Rogers Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 417, as amended in Volume 991, Page 757, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
7. Lessor: Robert Chapman Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 420, as amended in Volume 989, Page 560, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
8. Lessor: Ara C. Barns (a/k/a Ara C. Barnes) (a/k/a Ginger Barnes)
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 423, as amended in Volume 989, Page 540, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
9. Lessor: William Roy Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 426, as amended in Volume 991, Page 755, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

10. **Lessor:** Mary Ellen Hill (a/k/a M'Ellen Hill) and Jerel Johnston Hill, Co
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 432, as amended in Volume 991, Page 745,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
11. **Lessor:** Sarah Eliza Chapman Hardwick
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 435, as amended in Volume 991, Page 743,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
12. **Lessor:** Jean Burwell Chapman
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 429, as amended in Volume 991, Page 759, as
 amended in Volume 994, Page 244, Official Public Records of
 Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
13. **Lessor:** James Chapman Mays
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 438, as amended in Volume 998, Page 571,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
14. **Lessor:** Martha Scott Chapman Fowler, individually, and as Trustee of the
 Martha Chapman Fowler Trust
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 446, as amended in Volume 1000, Page 365,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and

additional lands not subject to this agreement

15. Lessor: Marilyn Williams
 Lessee: Cimarex Energy Co.
 Date: July 23, 2010
 Recording: Volume 851, Page 153, as extended in Volume 994, Page 265,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
16. Lessor: Linda M. Conger
 Lessee: Cimarex Energy Co.
 Date: July 23, 2010
 Recording: Volume 851, Page 155, as extended in Volume 994, Page 266,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
17. Lessor: Beverly Boyd Bahakel
 Lessee: Cimarex Energy Co.
 Date: August 24, 2010
 Recording: Volume 852, Page 812, as extended in Volume 998, Page 584,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
18. Lessor: James A. Boyd, Jr.
 Lessee: Cimarex Energy Co.
 Date: August 27, 2010
 Recording: Volume 854, Page 263, as extended in Volume 998, Page 585,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
19. Lessor: Grace Parker McShan
 Lessee: Cimarex Energy Co.
 Date: September 28, 2010
 Recording: Volume 855, Page 533, as extended in Volume 1000, Page 361,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
20. Lessor: Riley C. Cole
 Lessee: Cimarex Energy Co.
 Date: September 28, 2010
 Recording: Volume 858, Page 439, as extended in Volume 1000, Page 362,

- Legal Description:** Official Public Records of Reeves County, Texas
All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
21. **Lessor:** J.P. Cole, Jr., by Ruby Cole, as Attorney-in-Fact
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 442, as extended in Volume 1000, Page 367, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
22. **Lessor:** Suzette Parker Oleksyk
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 692, as extended in Volume 1000, Page 358, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
23. **Lessor:** Henry Y. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 442, as extended in Volume 1002, Page 68, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
24. **Lessor:** Duncan M. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 448, as extended in Volume 1002, Page 70, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
25. **Lessor:** Lenora F. Smith
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 859, Page 48, as extended in Volume 1002, Page 65, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
26. **Lessor:** Emily Fowler Omura
Lessee: Cimarex Energy Co.

- Date: October 6, 2010
Recording: Volume 858, Page 215, as extended in Volume 1002, Page 64, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
27. Lessor: Alice G. Byrd
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 436, as extended in Volume 1002, Page 67, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
28. Lessor: Yandell Fraiser Shipley
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 445, as extended in Volume 1002, Page 77, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
29. Lessor: Ellen F. Farley
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 462, as extended in Volume 1002, Page 73, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
30. Lessor: R.N. Jones, Jr.
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 459, as extended in Volume 1002, Page 75, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
31. Lessor: William Myers Hunter Jones
Lessee: Cimarex Energy Co.
Date: October 11, 2010
Recording: Volume 858, Page 465, as extended in Volume 1002, Page 74, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

32. Lessor: Wriston Jones
 Lessee: Cimarex Energy Co.
 Date: October 11, 2010
 Recording: Volume 858, Page 686, as extended in Volume 1002, Page 76,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
33. Lessor: Katherine H. Hill and Dale L. Hill, Co-Trustees of the Hill Family
 Revocable Trust
 Lessee: Cimarex Energy Co.
 Date: October 21, 2010
 Recording: Volume 858, Page 421, as extended in Volume 1002, Page 71,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
34. Lessor: Wayne R. Dean
 Lessee: Cimarex Energy Co.
 Date: October 21, 2010
 Recording: Volume 858, Page 689, as extended in Volume 1002, Page 69, as
 extended in Volume 1005, Page 492, Official Public Records of
 Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
35. Lessor: Melissa Ann Shepard Crutchfield
 Lessee: Cimarex Energy Co.
 Date: October 22, 2010
 Recording: Volume 860, Page 582, as extended in Volume 1002, Page 72,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
36. Lessor: James Boyd McIntyre
 Lessee: Cimarex Energy Co.
 Date: November 9, 2010
 Recording: Volume 860, Page 579, as extended in Volume 1008, Page 405,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less
37. Lessor: Margaret Brister Shipley
 Lessee: Cimarex Energy Co.
 Date: November 15, 2010
 Recording: Volume 861, Page 459, as extended in Volume 1008, Page 404,

- Legal Description:** Official Public Records of Reeves County, Texas
All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
38. **Lessor:** Jacquelyn H. Cunningham
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 863, Page 154, as extended in Volume 1008, Page 408,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
39. **Lessor:** Stephen McIntyre, individually and as Remainderman to the Life
Estate of Emma Jean Myers McIntyre, and Emma Jean Myers
McIntyre as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 865, Page 167, as extended in Volume 1008, Page 409,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
40. **Lessor:** Cheryl Wright Harris
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 868, Page 126, as extended in Volume 1015, Page 430,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
41. **Lessor:** Charles L. Wright
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 870, Page 246, as extended in Volume 1015, Page 431,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
42. **Lessor:** James Rogers Nichols
Lessee: Cimarex Energy Co.
Date: June 5, 2013
Recording: Volume 1010, Page 674, Official Public Records of Reeves County,
Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement

43. Lessor: Ernestine Purcell Korach (a/k/a Tina Purcell Korach)
Lessee: Cimarex Energy Co.
Date: June 5, 2013
Recording: Volume 1015, Page 400, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
44. Lessor: Patsy Harris Wood
Lessee: Cimarex Energy Co.
Date: April 17, 2014
Recording: Volume 1090, Page 329, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
45. Lessor: William H. Wood
Lessee: Cimarex Energy Co.
Date: April 17, 2014
Recording: Volume 1090, Page 333, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
46. Lessor: William C. Wood, M.D.
Lessee: Cimarex Energy Co.
Date: May 28, 2014
Recording: Volume 1086, Page 649, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
47. Lessor: Anthony B. Taylor, as Bishop of the Roman Catholic Diocese of Little Rock, a corp. sole, for the benefit of St. Edwards Church
Lessee: Cimarex Energy Co.
Date: August 8, 2014
Recording: Volume 1107, Page 719, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
48. Lessor: Sacred Heart Church
Lessee: Cimarex Energy Co.
Date: August 8, 2014

- Recording:** Volume 1107, Page 732, Official Public Records of Reeves County, Texas
- Legal Description:** All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
49. **Lessor:** A.H. Ritter, Jr. (a/k/a Tex Ritter)
Lessee: Cimarex Energy Co.
Date: August 12, 2014
Recording: Volume 1104, Page 395, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
50. **Lessor:** Kathryn Decell Gabbert
Lessee: Cimarex Energy Co.
Date: August 15, 2014
Recording: Volume 1107, Page 730, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
51. **Lessor:** Weldon Scott Armstrong, Jr., John Cole Armstrong, and David Armstrong
Lessee: Cimarex Energy Co.
Date: September 1, 2014
Recording: Volume 1190, Page 685, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
52. **Lessor:** Steve F. Armstrong, Trustee of The Armstrong M&L Trust
Lessee: Cimarex Energy Co.
Date: September 1, 2014
Recording: Volume 1190, Page 689 (Memorandum), Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
53. **Lessor:** Keith Malcolm Scott
Lessee: Cimarex Energy Co.
Date: September 2, 2014
Recording: Volume 1107, Page 707, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

54. Lessor: Kenneth Michael Scott
Lessee: Cimarex Energy Co.
Date: September 2, 2014
Recording: Volume 1206, Page 606, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
55. Lessor: Tutwiler Clinic
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 716, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
56. Lessor: St. Francis Center
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 721, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
57. Lessor: Pax Christi, Pious Union
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 724, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
58. Lessor: St. Francis Missions – Franciscan Fathers
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1120, Page 359, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
59. Lessor: Mary Anne Decell Sprauangel
Lessee: Cimarex Energy Co.
Date: September 9, 2014
Recording: Volume 1107, Page 727, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,

Reeves County, Texas, containing 636.14 acres, more or less

60. Lessor: Urbana Lee Armstrong and Amanda Armstrong Kington
Lessee: Cimarex Energy Co.
Date: September 27, 2014
Recording: Volume 1172, Page 73, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
61. Lessor: Stephanie Jones Petit
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 856, Page 74, as extended in Volume 1000, Page 360, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
62. Lessor: Clayton Jones
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 855, Page 530, as extended in Volume 1000, Page 359, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
63. Lessor: Jane Beebe Jones, Elizabeth Wilder Jones, Sara Evans Jones, Benjamin Lafayette Jones, and William Vorhies Jones, individually, and as Remaindermen to the Life Estate of Sara Evans Jones, and Sara Evans Jones as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 884, Page 631, as extended in Volume 1032, Page 426, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
64. Lessor: Melissa Ann Shepard Crutchfield
Lessee: Cimarex Energy Co.
Date: November 17, 2014
Recording: Volume 1129, Page 41, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

NON-PARTICIPATING ROYALTY INTEREST(S) , NON-EXECUTIVE MINERAL INTEREST(S), OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

Production Sharing Agreement—State Lookouts 12-16-17 Unit Sharing Area
Section 12, Blk C-20, PSL Survey, and Sections 16 and 17, Blk 2, H&GN RR Co. Survey, Reeves Co., TX

EXHIBIT "B"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

POOLED UNITS:

1. Unit Name: Judith 2-16 Unit (a 779.80 acre oil and gas unit)
GLO Unit No.: 6665
Operator: Cimarex Energy Co.
Effective Date: February 13, 2014
Legal Description: All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration, containing 779.80 acres, more or less
Recording: Volume 1054, Page 386, as ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas

END OF EXHIBIT "B"

EXHIBIT "C"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

DESCRIPTION OF LANDS:

- TRACT 1:** All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration of Pooled Unit for the Judith 2-16 Unit recorded at Volume 1054, Page 386, and ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas , containing 779.80 acres, more or less
- TRACT 2:** All of Section 17, Block 2, H&GN RR Co. Survey, Abstract 370, Reeves County, Texas, containing 635.8 acres, more or less;

END OF EXHIBIT "C"

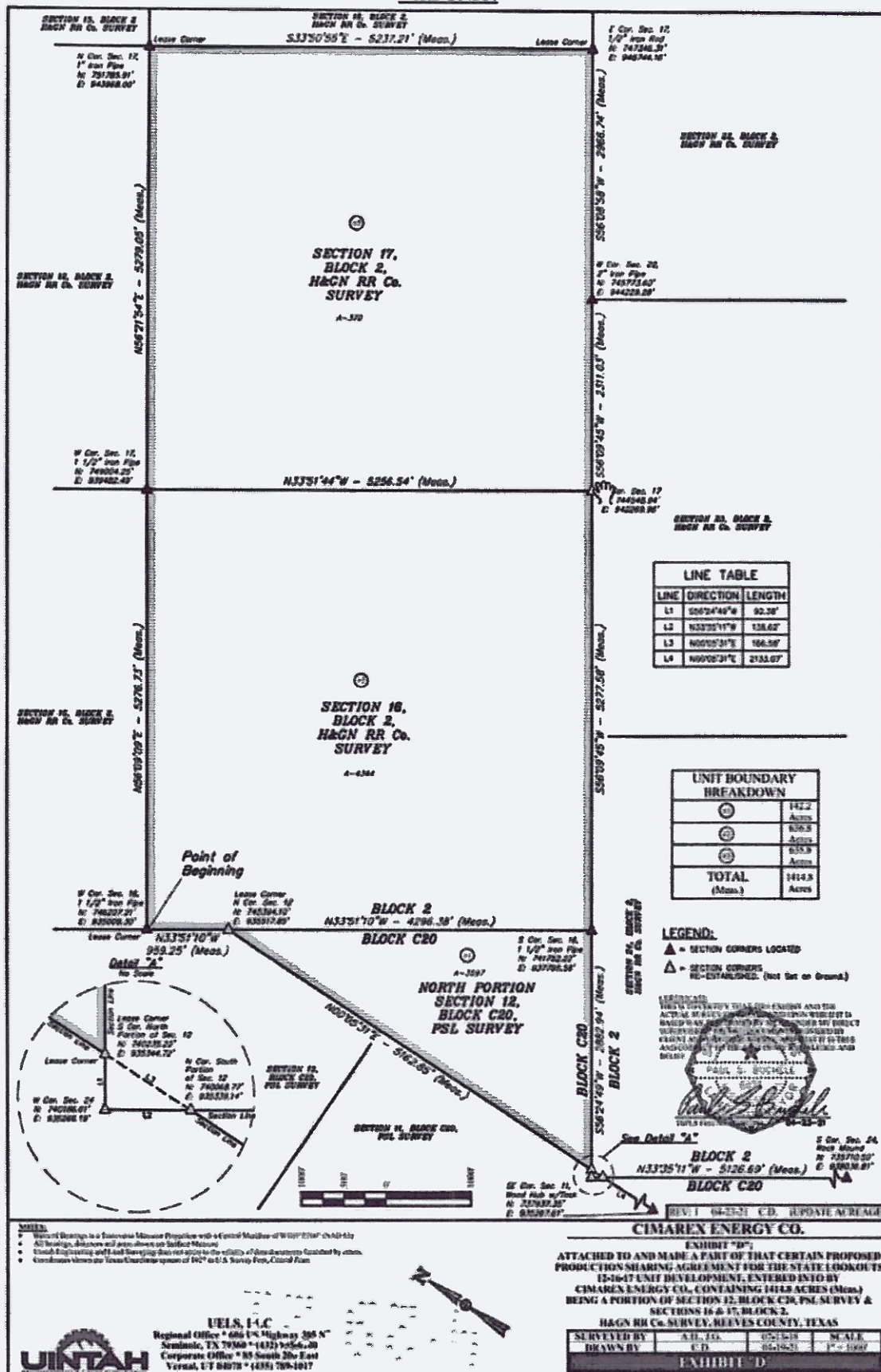


EXHIBIT "E"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator



UELS, LLC

Regional Office * 606 US Hwy 385 N
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

**EXHIBIT "E";
AND ATTACHED TO AND MADE A PART
OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE
STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
CIMAREX ENERGY CO., CONTAINING 1414.8 ACRES (Meas.)
BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY &
SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS**

BEING A 1414.8 ACRES (Meas.) TRACT, MORE OR LESS, AND BEING A
PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

**BEGINNING AT A 1 1/2" IRON PIPE BEING THE WEST CORNER OF SAID
SECTION 16 ALSO BEING A LEASE CORNER; THENCE N56°09'09"E 5276.73 FEET
ALONG THE NORTHWEST LINE OF SAID SECTION 16 TO A 1 1/2" IRON PIPE BEING
THE NORTH CORNER OF SAID SECTION 16 AND ALSO BEING THE WEST CORNER
OF SAID SECTION 17;**

**THENCE N56°21'54"E 5279.05 FEET ALONG THE NORTHWEST LINE OF SAID
SECTION 17 TO A 1" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 17
AND ALSO BEING A LEASE CORNER;**

**THENCE S33°50'55"E 5237.21 FEET ALONG THE NORTHEAST LINE OF SAID
SECTION 17 TO A 1/2" IRON ROD BEING THE EAST CORNER OF SAID SECTION 17
AND ALSO BEING A LEASE CORNER;**

**THENCE S56°08'58"E 2966.74 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 17 TO A 2" IRON PIPE BEING THE WEST CORNER OF SECTION 22, BLOCK
2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS;**

**THENCE S56°09'45"W 2311.03 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 17 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 17 AND
ALSO BEING THE EAST CORNER OF SAID SECTION 16;**

**THENCE S56°09'45"W 5277.58 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 16 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 16 AND
ALSO BEING THE EAST CORNER OF THE NORTH PORTION OF SAID SECTION 12;**

**THENCE S56°24'49"W 2882.94 FEET ALONG THE SOUTHEAST LINE OF THE
NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE SOUTH CORNER OF
THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A LEASE CORNER;**

**THENCE N00°05'31"E 5162.85 FEET ALONG THE WEST LINE OF THE NORTH
PORTION OF SAID SECTION 12 TO A POINT BEING THE NORTH CORNER OF THE**

NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A POINT BEING ON THE
SOUTHWEST LINE OF SAID SECTION 16;

THENCE N33°51'10"W 959.25 FEET ALONG THE SOUTHWEST LINE OF SAID
SECTION 16 TO THE **POINT OF BEGINNING**.

CONTAINING 1414.8 ACRES (Meas.) MORE OR LESS.

BASIS OF BEARINGS IS TRANSVERSE MERCATOR PROJECTION WITH A
CENTRAL MERIDIAN OF W103°53'00" (NAD 83).

END OF EXHIBIT "E"

File No. MF 111990Reones CountyPSA 00395Date Filed: 12/16/2021

George P. Bush, Commissioner

By gm



MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE: May 18, 2021 **PSA# 00383**

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Cimarex Energy Co. to have the State enter into a Production Sharing Agreement for the drilling of one or more allocation wells.

- **Cimarex Energy Co.** is the operator of State Lease MF111990 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill allocation wells which traverse State Lease MF111990.
- The State's participation in the sharing wells will be based on productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the Production Sharing Agreement.

General Land Office

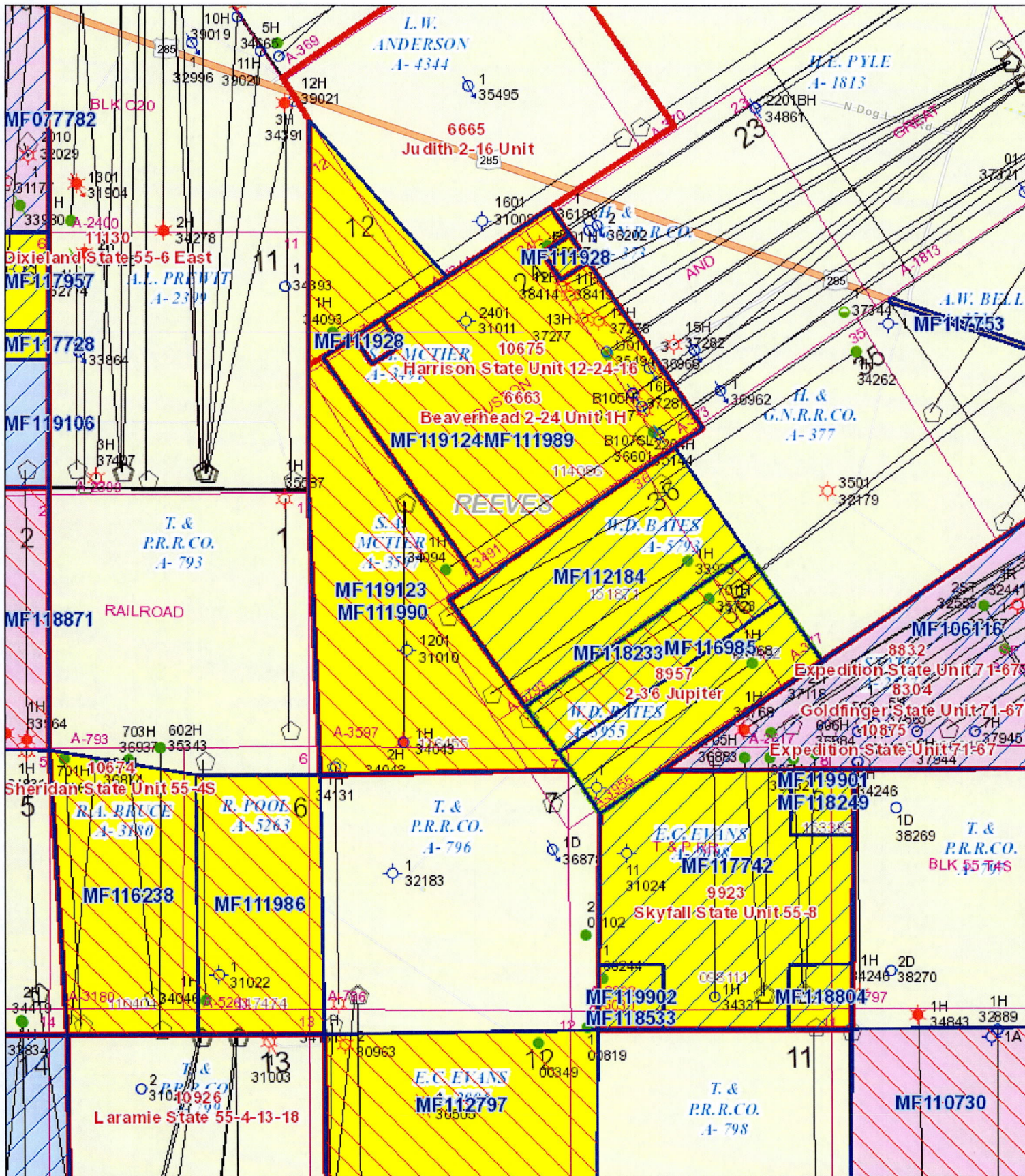
Date

Office of the Governor

Date

Office of the Governor

Date



PSA 00383

Please review all copyright and disclaimer information from our webpage here, <https://www.glo.texas.gov/policy/index.html>. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

0 0.28 0.55 1.1 mi



Print Date: 5/3/2021

**PRODUCTION SHARING AGREEMENT
FOR MULTI-SECTION HORIZONTAL WELLS
State Lookouts 12-16-17 Unit Sharing Area**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF REEVES §

The undersigned parties hereby enter into this Production Sharing Agreement for Multi-Section Horizontal Laterals ("Agreement") on this the 1st day of May 2021 ("Effective Date").

Reference is made to those certain Oil and Gas Leases (the "Leases") described in Exhibit "A", and the Pooled Unit described in Exhibit "B", both attached hereto. The Leases and Pooled Unit cover and include lands within the tracts described in Exhibit "C" and are located, in whole or in part, within the area depicted and described in Exhibits "D" and "E," respectively, which covers 1,414.8 acres, more or less (the "Sharing Area"). For the purposes of this Agreement, the Sharing Area shall be further limited to cover only those depths within such area from the top of the Wolfcamp formation to the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016 FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.

Each of the undersigned parties to this Agreement (collectively, the "Interest Owners" and, individually, an "Interest Owner") owns an interest in the leasehold, minerals, royalties, and/or executive rights in or under the Lease(s), Pooled Unit(s), and/or the Sharing Area.

The Interest Owners wish to encourage further development of the Sharing Area through the drilling of Sharing Wells (defined below) in order to: 1) increase the ultimate recovery of oil, gas, and associated hydrocarbons, 2) prevent physical and economic waste and the drilling of unnecessary wells, and 3) to protect the correlative rights of all Interest Owners. The Interest Owners have agreed that a basis for sharing in production from such Horizontal Wells should be established.

NOW THEREFORE, each of the undersigned, for ten dollars (\$10.00), and the recitals, promises, performances, payments, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby agree to the following:

1. For purposes of this Agreement, the following definitions apply:
 - a. **"Horizontal Well"** shall have the same meaning as "horizontal drainhole well" as currently defined by the Railroad Commission of Texas under its Statewide Rule 86, which is any well intentionally drilled in a horizontal orientation with one or more horizontal drainholes having a horizontal

drainhole displacement of at least 100 feet within the correlative interval in which the well is completed.

- b. **"Vertical Well"** is any well that is not defined as a Horizontal Well.
- c. **"PSA Interval"** is the correlative geologic interval limited from the top of the Wolfcamp formation down to and including the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp formation is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016 FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.
- d. **"Horizontal Drainhole"** is the portion of the Horizontal Well drilled within the PSA Interval between the penetration point and terminus.
- e. **"Productive Horizontal Drainhole Length"** is the horizontal length of the wellbore path, measured in feet, within the PSA Interval, which begins at the first Take Point of a Horizontal Well and runs along the actually surveyed wellbore path to the last Take Point. In the event a Sharing Well shall be developed with more than one Horizontal Drainhole, the Productive Drainhole Length shall be the sum of such horizontal lengths of all such Horizontal Drainholes.
- f. **"Take Point"** is any point along a Horizontal Drainhole where oil, gas and associated hydrocarbons could enter the wellbore from the PSA Interval and be produced.
- g. **"Sharing Tract"** means any of the tracts of land identified and described in Exhibit "C" as Sharing Tracts 1 and 2, all of which comprise and are located within the Sharing Area depicted and described in Exhibits "D" and "E" of this Agreement.
- h. **"Sharing Well"** is a Horizontal Well in which the Horizontal Drainhole of such well is drilled through two or more Sharing Tracts within the Sharing Area, provided such well has a minimum permitted total Productive Horizontal Drainhole Length of seventy-five hundred feet (7,500'). Further, to qualify as a Sharing Well under this Agreement, each such well must: (1) be completed after the Effective Date of this Agreement; and (2) be drilled and completed in a manner such that the total Productive Horizontal Drainhole Length of such well traverses two or more Sharing Tracts (i.e., any well with a total Productive Horizontal Drainhole Length located entirely on a single Sharing Tract shall not be a Sharing Well under this Agreement).

- i. **"Pooled Unit"** shall mean: (1) the unit known as the Judith 2-16 Unit ("Judith Unit"); which is described in further detail in Exhibit "B". For the purposes of this Agreement, the parties hereto acknowledge and agree that the Pooled Unit is included within the Sharing Area and that such Pooled Unit will be recognized for all purposes hereof to be a Sharing Tract.
 - j. **"Allocation Factor"** is a fraction, the numerator of which is equal to the length of the Productive Horizontal Drainhole Length for such Sharing Well that lies within a given Sharing Tract, and the denominator being the total Productive Horizontal Drainhole Length for such Sharing Well.
2. Cimarex Energy Co. will be the "Operator" of the Sharing Wells and is authorized, but not obligated, to drill, produce and operate Sharing Wells that may traverse Sharing Tracts within the Sharing Area.
3. Each Interest Owner in each of the Sharing Tracts shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's Allocation Factor. The portions of production, or proceeds from the sale of production, allocated to each Sharing Tract from a Sharing Well shall be paid to the Interest Owners within each Sharing Tract in the same manner as if such allocated share of production was produced entirely from the Sharing Tract to which such share of production is allocated.
4. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land in which the Horizontal Drainhole is located, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.0 or 100%.
5. Each Interest Owner in a Pooled Unit shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's allocated share of production from the Pooled Unit, in accordance with the terms of the agreement creating said Pooled Unit, after the Allocation Factor has been applied to the Sharing Tract included in the Pooled Unit.
6. Production from, or drilling or reworking operations on a Sharing Well, and drilling or reworking operations on any Sharing Tract within the Sharing Area in an effort to obtain or restore production from an existing or proposed Sharing Well, shall be considered to be production from, or drilling or reworking operations on each Sharing Tract, and on each of the Leases within the Sharing Area, provided that the production, or proceeds from the sale of production, from such Sharing Well shall be allocated to the Sharing Tracts in accordance with the Allocation Factor set out above.
7. The terms of this Agreement shall only apply to Sharing Wells. It is understood that any vertical oil or gas wells and any horizontal oil or gas wells not constituting a Sharing Well hereunder, may now, or in the future, be located within the acreage

covered by the Sharing Area. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas wells, or horizontal oil or gas wells not constituting a Sharing Well hereunder. This Agreement explicitly excludes the Judith 2-16 Unit 1H well (API: 42-389-34093) and Elkhorn 2-17 1H (API: 42-389-34258). Except as otherwise provided herein, this agreement does not modify the terms of the Pooled Unit.

8. This Agreement is intended as a method for allocating production from Sharing Wells, and does not create a cross conveyance of interests or constitute a pooling or unitization of any interest. There are no property lines created by this Agreement that are required to be recognized for the purpose of spacing oil and gas wells. Production from a Sharing Well shall not create any offset obligation, whether express or implied. In the event any Sharing Well shall be plugged back or recompleted in such manner that the well no longer falls within the above definition of a Sharing Well, such well shall no longer be considered a Sharing Well for purposes of this Agreement.
9. The continuous drilling or continuous development provisions of each of the Leases, if any, shall be satisfied by the timely commencement of operations to drill a Sharing Well.
10. The parties to this Agreement hereby waive objection to an application for an exception for a Sharing Well to the rules of the Railroad Commission of Texas which are applicable to the field in which a Sharing Well is completed, or is proposed to be completed, and which rules govern lease line or between well spacing distances, or density of development.
11. The provisions of the Leases and other agreements covering or affecting the Sharing Area are hereby amended to the extent necessary to make such agreements conform to the provisions herein, but not otherwise. In the case of a conflict between the provisions of this Agreement and the provisions of such agreements, the provisions of this Agreement shall control.
12. This Agreement shall remain effective for so long as any of the Leases shall remain in force and effect, provided that Lessee may terminate this Agreement by filing a notice of termination to that effect in the records of Reeves County, Texas at any time that there is no Sharing Well on the Sharing Area producing, or capable of producing in paying quantities, and there are no operations to obtain or restore such production from a Sharing Well.
13. In the event that any of the undersigned Interest Owners owns an unleased mineral interest located in the Sharing Area and grants an oil and gas lease covering that unleased mineral interest subsequent to the Effective Date of this Agreement, such oil and gas lease shall be automatically subject to the terms and conditions of this Agreement.
14. Interest Owners hereby agree, grant, let, convey and deliver unto Operator the right to use the surface and subsurface of each of the Sharing Tracts for the purposes of drilling, completing, operating, producing, repairing, reworking, maintaining, and

plugging wells drilled, in whole or in part, on the Sharing Area or on lands adjacent thereto regardless of whether such adjacent lands have been combined or pooled with any Sharing Tract or the Sharing Area.

In addition to the foregoing, each of the undersigned Interest Owners owning mineral, royalty, or non-executive mineral or royalty interest does hereby ratify, adopt, and confirm each of the Leases listed in Exhibit "A", which covers lands in which such owner owns an interest, and does hereby grant, lease and let unto the current owner of the interest of the lessee of each such Lease, all of Interest Owner's interest in the lands covered by the Lease, limited to the depths currently held by such Lease, subject to the same terms and conditions provided for in the Lease, as same may have been heretofore amended.

This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments shall be treated and given effect for all purposes as a single instrument.

This Agreement is binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the date set forth in the respective acknowledgements of the parties hereto, but effective as of May 1, 2021.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement pages to follow]

OPERATOR:
CIMAREX ENERGY CO.

Dated this _____ day of _____, 2021

By: (Signature) _____

By: (Printed Name) Michael DeShazer, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2021,
by Michael DeShazer, acting as Attorney-in-Fact, for Cimarex Energy Co., a Delaware corporation,
on behalf of said corporation.

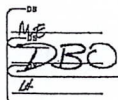
Notary Public in and for the State of Texas

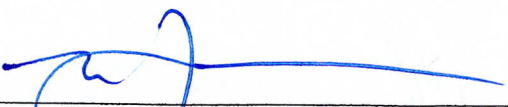
My Commission Expires: _____

Date Executed 06/24/2021

STATE OF TEXAS

Content
Min. Leasing
Legal

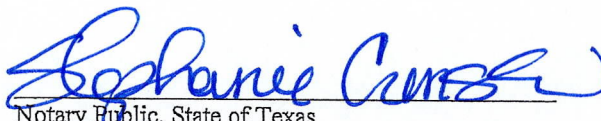



MARK A. HAVENS, DEPUTY COMMISSIONER /
CHIEF CLERK
TEXAS GENERAL LAND OFFICE

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 24, 2021, by Mark A. Havens as Deputy Commissioner and Chief Clerk of the General Land Office of the State of Texas on behalf of the State of Texas.


Notary Public, State of Texas

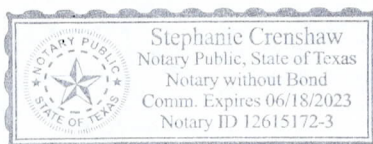


EXHIBIT "A"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

- | | | |
|----|--------------------|--|
| 1. | Lessor: | State of Texas, acting by and through its agents, Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison |
| | Lessee: | Cimarex Energy Co. |
| | GLO Lease No.: | MF-111990 |
| | Date: | July 1, 2010 |
| | Recording: | Volume 860, Page 766, Official Public Records of Reeves County, Texas |
| | Legal Description: | All of Section 12, Block C-20, Abstract 3597, PSL Survey, Reeves County, Texas, containing 574.00 acres, more or less |

- | | | |
|----|--------------------|--|
| 2. | Lessor: | Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison |
| | Lessee: | Cimarex Energy Co. |
| | Date: | July 1, 2010 |
| | Recording: | Volume 862, Page 677 (Memorandum), as extended in Volume 994, Page 270, Official Public Records of Reeves County, Texas |
| | Legal Description: | All of Section 16, Block 2, Abstract 4344, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less |

- | | | |
|----|--------------------|---|
| 3. | Lessor: | Mary Winter Anderson |
| | Lessee: | Cimarex Energy Co. |
| | Date: | June 30, 2010 |
| | Recording: | Volume 847, Page 451, as amended in Volume 991, Page 749, Official Public Records of Reeves County, Texas |
| | Legal Description: | All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement |

- | | | |
|----|--------------------|---|
| 4. | Lessor: | Ford Chapman Mays |
| | Lessee: | Cimarex Energy Co. |
| | Date: | July 15, 2010 |
| | Recording: | Volume 847, Page 411, as amended in Volume 991, Page 753, Official Public Records of Reeves County, Texas |
| | Legal Description: | All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement |

5. Lessor: James Chapman Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 414, as amended in Volume 994, Page 260, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
6. Lessor: William Rogers Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 417, as amended in Volume 991, Page 757, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
7. Lessor: Robert Chapman Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 420, as amended in Volume 989, Page 560, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
8. Lessor: Ara C. Barns (a/k/a Ara C. Barnes) (a/k/a Ginger Barnes)
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 423, as amended in Volume 989, Page 540, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
9. Lessor: William Roy Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 426, as amended in Volume 991, Page 755, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

10. Lessor: Mary Ellen Hill (a/k/a M'Ellen Hill) and Jerel Johnston Hill, Co
Trustees of the Chapman Oil Properties Trust
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 432, as amended in Volume 991, Page 745,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement
11. Lessor: Sarah Eliza Chapman Hardwick
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 435, as amended in Volume 991, Page 743,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement
12. Lessor: Jean Burwell Chapman
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 429, as amended in Volume 991, Page 759, as
amended in Volume 994, Page 244, Official Public Records of
Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement
13. Lessor: James Chapman Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 438, as amended in Volume 998, Page 571,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement
14. Lessor: Martha Scott Chapman Fowler, individually, and as Trustee of the
Martha Chapman Fowler Trust
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 446, as amended in Volume 1000, Page 365,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less, and
additional lands not subject to this agreement

additional lands not subject to this agreement

15. Lessor: Marilyn Williams
Lessee: Cimarex Energy Co.
Date: July 23, 2010
Recording: Volume 851, Page 153, as extended in Volume 994, Page 265, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
16. Lessor: Linda M. Conger
Lessee: Cimarex Energy Co.
Date: July 23, 2010
Recording: Volume 851, Page 155, as extended in Volume 994, Page 266, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
17. Lessor: Beverly Boyd Bahakel
Lessee: Cimarex Energy Co.
Date: August 24, 2010
Recording: Volume 852, Page 812, as extended in Volume 998, Page 584, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
18. Lessor: James A. Boyd, Jr.
Lessee: Cimarex Energy Co.
Date: August 27, 2010
Recording: Volume 854, Page 263, as extended in Volume 998, Page 585, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
19. Lessor: Grace Parker McShan
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 855, Page 533, as extended in Volume 1000, Page 361, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
20. Lessor: Riley C. Cole
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 439, as extended in Volume 1000, Page 362,

- Legal Description: Official Public Records of Reeves County, Texas
All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
21. Lessor: J.P. Cole, Jr., by Ruby Cole, as Attorney-in-Fact
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 442, as extended in Volume 1000, Page 367,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
22. Lessor: Suzette Parker Oleksyk
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 692, as extended in Volume 1000, Page 358,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
23. Lessor: Henry Y. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 442, as extended in Volume 1002, Page 68,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
24. Lessor: Duncan M. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 448, as extended in Volume 1002, Page 70,
Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
25. Lessor: Lenora F. Smith
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 859, Page 48, as extended in Volume 1002, Page 65, Official
Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
Reeves County, Texas, containing 636.14 acres, more or less
26. Lessor: Emily Fowler Omura
Lessee: Cimarex Energy Co.

- Date: October 6, 2010
Recording: Volume 858, Page 215, as extended in Volume 1002, Page 64, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
27. Lessor: Alice G. Byrd
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 436, as extended in Volume 1002, Page 67, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
28. Lessor: Yandell Fraiser Shipley
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 445, as extended in Volume 1002, Page 77, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
29. Lessor: Ellen F. Farley
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 462, as extended in Volume 1002, Page 73, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
30. Lessor: R.N. Jones, Jr.
Lessee: Cimarex Energy Co.
Date: October 6, 2010
Recording: Volume 858, Page 459, as extended in Volume 1002, Page 75, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
31. Lessor: William Myers Hunter Jones
Lessee: Cimarex Energy Co.
Date: October 11, 2010
Recording: Volume 858, Page 465, as extended in Volume 1002, Page 74, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

32. Lessor: Wriston Jones
Lessee: Cimarex Energy Co.
Date: October 11, 2010
Recording: Volume 858, Page 686, as extended in Volume 1002, Page 76, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
33. Lessor: Katherine H. Hill and Dale L. Hill, Co-Trustees of the Hill Family Revocable Trust
Lessee: Cimarex Energy Co.
Date: October 21, 2010
Recording: Volume 858, Page 421, as extended in Volume 1002, Page 71, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
34. Lessor: Wayne R. Dean
Lessee: Cimarex Energy Co.
Date: October 21, 2010
Recording: Volume 858, Page 689, as extended in Volume 1002, Page 69, as extended in Volume 1005, Page 492, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
35. Lessor: Melissa Ann Shepard Crutchfield
Lessee: Cimarex Energy Co.
Date: October 22, 2010
Recording: Volume 860, Page 582, as extended in Volume 1002, Page 72, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
36. Lessor: James Boyd McIntyre
Lessee: Cimarex Energy Co.
Date: November 9, 2010
Recording: Volume 860, Page 579, as extended in Volume 1008, Page 405, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
37. Lessor: Margaret Brister Shipley
Lessee: Cimarex Energy Co.
Date: November 15, 2010
Recording: Volume 861, Page 459, as extended in Volume 1008, Page 404,

- Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
38. Lessor: Jacquelyn H. Cunningham
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 863, Page 154, as extended in Volume 1008, Page 408, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
39. Lessor: Stephen McIntyre, individually and as Remainderman to the Life Estate of Emma Jean Myers McIntyre, and Emma Jean Myers McIntyre as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 865, Page 167, as extended in Volume 1008, Page 409, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
40. Lessor: Cheryl Wright Harris
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 868, Page 126, as extended in Volume 1015, Page 430, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
41. Lessor: Charles L. Wright
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 870, Page 246, as extended in Volume 1015, Page 431, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
42. Lessor: James Rogers Nichols
Lessee: Cimarex Energy Co.
Date: June 5, 2013
Recording: Volume 1010, Page 674, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

43. Lessor: Ernestine Purcell Korach (a/k/a Tina Purcell Korach)
Lessee: Cimarex Energy Co.
Date: June 5, 2013
Recording: Volume 1015, Page 400, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
44. Lessor: Patsy Harris Wood
Lessee: Cimarex Energy Co.
Date: April 17, 2014
Recording: Volume 1090, Page 329, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
45. Lessor: William H. Wood
Lessee: Cimarex Energy Co.
Date: April 17, 2014
Recording: Volume 1090, Page 333, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
46. Lessor: William C. Wood, M.D.
Lessee: Cimarex Energy Co.
Date: May 28, 2014
Recording: Volume 1086, Page 649, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
47. Lessor: Anthony B. Taylor, as Bishop of the Roman Catholic Diocese of Little Rock, a corp. sole, for the benefit of St. Edwards Church
Lessee: Cimarex Energy Co.
Date: August 8, 2014
Recording: Volume 1107, Page 719, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
48. Lessor: Sacred Heart Church
Lessee: Cimarex Energy Co.
Date: August 8, 2014

- Recording: Volume 1107, Page 732, Official Public Records of Reeves County, Texas
- Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
49. Lessor: A.H. Ritter, Jr. (a/k/a Tex Ritter)
Lessee: Cimarex Energy Co.
Date: August 12, 2014
Recording: Volume 1104, Page 395, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
50. Lessor: Kathryn Decell Gabbert
Lessee: Cimarex Energy Co.
Date: August 15, 2014
Recording: Volume 1107, Page 730, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
51. Lessor: Weldon Scott Armstrong, Jr., John Cole Armstrong, and David Armstrong
Lessee: Cimarex Energy Co.
Date: September 1, 2014
Recording: Volume 1190, Page 685, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
52. Lessor: Steve F. Armstrong, Trustee of The Armstrong M&L Trust
Lessee: Cimarex Energy Co.
Date: September 1, 2014
Recording: Volume 1190, Page 689 (Memorandum), Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
53. Lessor: Keith Malcolm Scott
Lessee: Cimarex Energy Co.
Date: September 2, 2014
Recording: Volume 1107, Page 707, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

54. Lessor: Kenneth Michael Scott
Lessee: Cimarex Energy Co.
Date: September 2, 2014
Recording: Volume 1206, Page 606, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
55. Lessor: Tutwiler Clinic
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 716, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
56. Lessor: St. Francis Center
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 721, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
57. Lessor: Pax Christi, Pious Union
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1107, Page 724, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
58. Lessor: St. Francis Missions – Franciscan Fathers
Lessee: Cimarex Energy Co.
Date: September 8, 2014
Recording: Volume 1120, Page 359, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
59. Lessor: Mary Anne Decell Sprauangel
Lessee: Cimarex Energy Co.
Date: September 9, 2014
Recording: Volume 1107, Page 727, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,

Reeves County, Texas, containing 636.14 acres, more or less

60. Lessor: Urbana Lee Armstrong and Amanda Armstrong Kington
Lessee: Cimarex Energy Co.
Date: September 27, 2014
Recording: Volume 1172, Page 73, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
61. Lessor: Stephanie Jones Petit
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 856, Page 74, as extended in Volume 1000, Page 360, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
62. Lessor: Clayton Jones
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 855, Page 530, as extended in Volume 1000, Page 359, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
63. Lessor: Jane Beebe Jones, Elizabeth Wilder Jones, Sara Evans Jones, Benjamin Lafayette Jones, and William Vorhies Jones, individually, and as Remaindermen to the Life Estate of Sara Evans Jones, and Sara Evans Jones as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 884, Page 631, as extended in Volume 1032, Page 426, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
64. Lessor: Melissa Ann Shepard Crutchfield
Lessee: Cimarex Energy Co.
Date: November 17, 2014
Recording: Volume 1129, Page 41, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

NON-PARTICIPATING ROYALTY INTEREST(S) , NON-EXECUTIVE MINERAL INTEREST(S), OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

POOLED UNITS:

1. Unit Name: Judith 2-16 Unit (a 779.80 acre oil and gas unit)
GLO Unit No.: 6665
Operator: Cimarex Energy Co.
Effective Date: February 13, 2014
Legal Description: All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration, containing 779.80 acres, more or less

Recording: Volume 1054, Page 386, as ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas

END OF EXHIBIT "B"

EXHIBIT "C"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

DESCRIPTION OF LANDS:

TRACT 1: All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration of Pooled Unit for the Judith 2-16 Unit recorded at Volume 1054, Page 386, and ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas, containing 779.80 acres, more or less

TRACT 2: All of Section 17, Block 2, H&GN RR Co. Survey, Abstract 370, Reeves County, Texas, containing 635.8 acres, more or less;

END OF EXHIBIT "C"

EXHIBIT "D"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

THE UNIT:

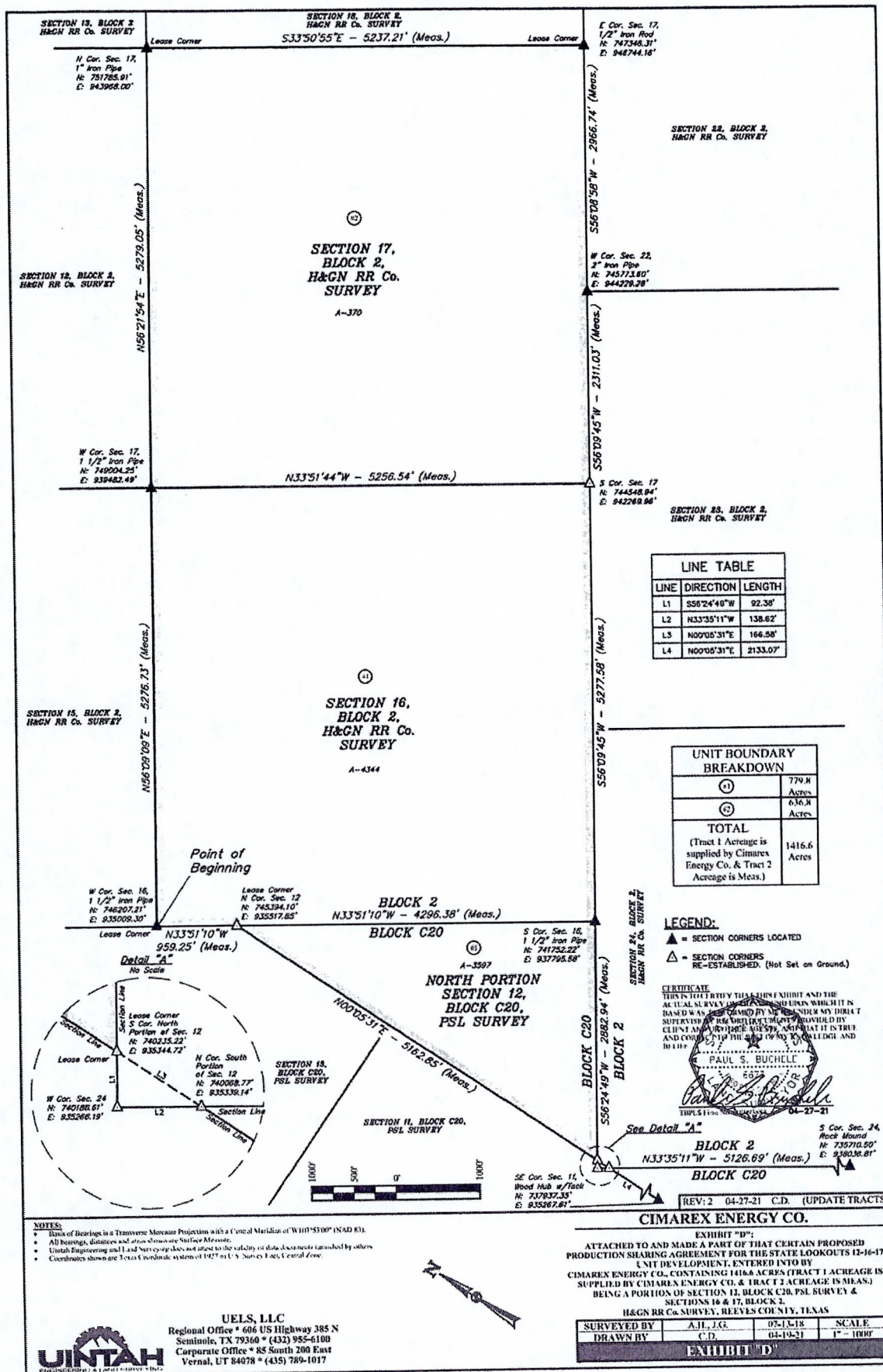


EXHIBIT "E"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator



UELS, LLC

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Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

**EXHIBIT "E";
AND ATTACHED TO AND MADE A PART
OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE
STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS
SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.)
BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY &
SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS**

BEING A 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) UNIT, MORE OR LESS, AND BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 1/2" IRON PIPE BEING THE WEST CORNER OF SAID SECTION 16 ALSO BEING A LEASE CORNER; THENCE N56°09'09"E 5276.73 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 16 TO A 1 1/2" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 16 AND ALSO BEING THE WEST CORNER OF SAID SECTION 17;

THENCE N56°21'54"E 5279.05 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 17 TO A 1" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S33°50'55"E 5237.21 FEET ALONG THE NORTHEAST LINE OF SAID SECTION 17 TO A 1/2" IRON ROD BEING THE EAST CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S56°08'58"E 2966.74 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A 2" IRON PIPE BEING THE WEST CORNER OF SECTION 22, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS;

THENCE S56°09'45"W 2311.03 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 17 AND ALSO BEING THE EAST CORNER OF SAID SECTION 16;

THENCE S56°09'45"W 5277.58 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 16 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 16 AND ALSO BEING THE EAST CORNER OF THE NORTH PORTION OF SAID SECTION 12;

THENCE S56°24'49"W 2882.94 FEET ALONG THE SOUTHEAST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE SOUTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A LEASE CORNER;

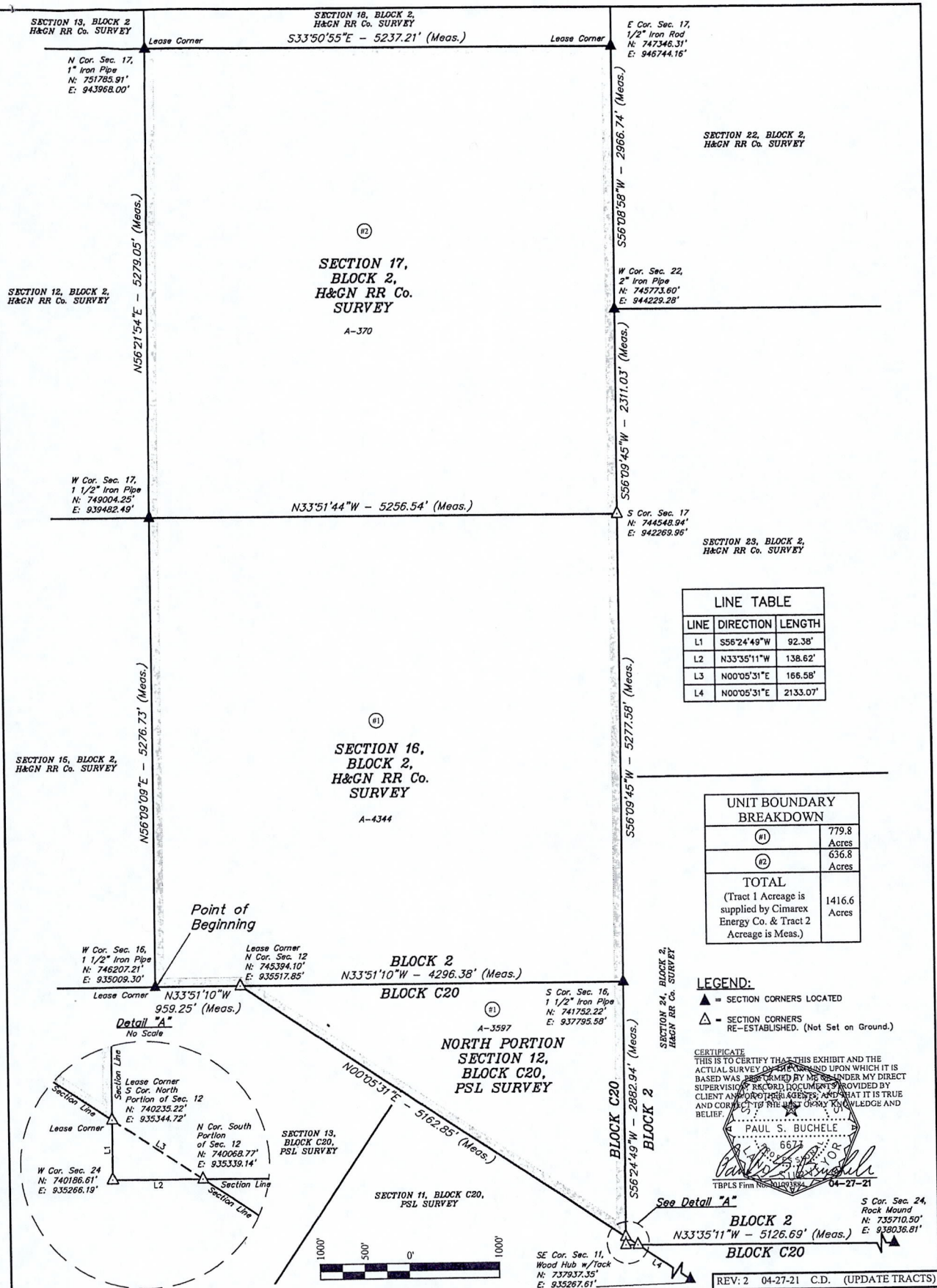
THENCE N00°05'31"E 5162.85 FEET ALONG THE WEST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE NORTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A POINT BEING ON THE SOUTHWEST LINE OF SAID SECTION 16;

THENCE N33°51'10"W 959.25 FEET ALONG THE SOUTHWEST LINE OF SAID SECTION 16 TO THE **POINT OF BEGINNING**.

CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) MORE OR LESS.

BASIS OF BEARINGS IS TRANSVERSE MERCATOR PROJECTION WITH A CENTRAL MERIDIAN OF W103°53'00" (NAD 83).

END OF EXHIBIT "E"



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S56°24'49\"W	92.38'
L2	N33°35'11\"W	138.62'
L3	N00°05'31\"E	166.58'
L4	N00°05'31\"E	2133.07'

UNIT BOUNDARY BREAKDOWN	
(#1)	779.8 Acres
(#2)	636.8 Acres
TOTAL (Tract 1 Acreage is supplied by Cimarex Energy Co. & Tract 2 Acreage is Meas.)	1416.6 Acres

LEGEND:
 ▲ = SECTION CORNERS LOCATED
 △ = SECTION CORNERS RE-ESTABLISHED. (Not Set on Ground.)

CERTIFICATE
 THIS IS TO CERTIFY THAT THIS EXHIBIT AND THE ACTUAL SURVEY DATA AND UPON WHICH IT IS BASED WAS PERFORMED BY ME AND UNDER MY DIRECT SUPERVISION AND RECORD DOCUMENTS PROVIDED BY CLIENT AND/OR OTHER PARTIES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL S. BUCHELE
 6573
 04-27-21
 TBPLS Firm No. 04-27-21

See Detail "A"
BLOCK 2
 N33°35'11\"W - 5126.69' (Meas.)
BLOCK C20

REV: 2 04-27-21 C.D. (UPDATE TRACTS)

CIMAREX ENERGY CO.

EXHIBIT "D";
 ATTACHED TO AND MADE A PART OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS

SURVEYED BY	A.H. J.G.	07-13-18	SCALE
DRAWN BY	C.D.	04-19-21	1" = 1000'

EXHIBIT "D"

- NOTES:**
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83).
 - All bearings, distances and areas shown are Surface Measure.
 - Unlabeled Engineering and Land Surveying does not attest to the validity of data/documents furnished by others.
 - Coordinates shown are Texas Coordinate system of 1927 in U.S. Survey Feet, Central Zone.



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 Corporate Office * 85 South 200 East
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**EXHIBIT "E";
AND ATTACHED TO AND MADE A PART
OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE
STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS
SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.)
BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY &
SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS**

BEING A 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) UNIT, MORE OR LESS, AND BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 1/2" IRON PIPE BEING THE WEST CORNER OF SAID SECTION 16 ALSO BEING A LEASE CORNER; THENCE N56°09'09"E 5276.73 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 16 TO A 1 1/2" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 16 AND ALSO BEING THE WEST CORNER OF SAID SECTION 17;

THENCE N56°21'54"E 5279.05 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 17 TO A 1" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S33°50'55"E 5237.21 FEET ALONG THE NORTHEAST LINE OF SAID SECTION 17 TO A 1/2" IRON ROD BEING THE EAST CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S56°08'58"E 2966.74 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A 2" IRON PIPE BEING THE WEST CORNER OF SECTION 22, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS;

THENCE S56°09'45"W 2311.03 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 17 AND ALSO BEING THE EAST CORNER OF SAID SECTION 16;

THENCE S56°09'45"W 5277.58 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 16 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 16 AND ALSO BEING THE EAST CORNER OF THE NORTH PORTION OF SAID SECTION 12;

THENCE S56°24'49"W 2882.94 FEET ALONG THE SOUTHEAST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE SOUTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A LEASE CORNER;

THENCE N00°05'31"E 5162.85 FEET ALONG THE WEST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE NORTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A POINT BEING ON THE SOUTHWEST LINE OF SAID SECTION 16;

THENCE N33°51'10"W 959.25 FEET ALONG THE SOUTHWEST LINE OF SAID SECTION 16 TO THE **POINT OF BEGINNING**.

CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) MORE OR LESS.

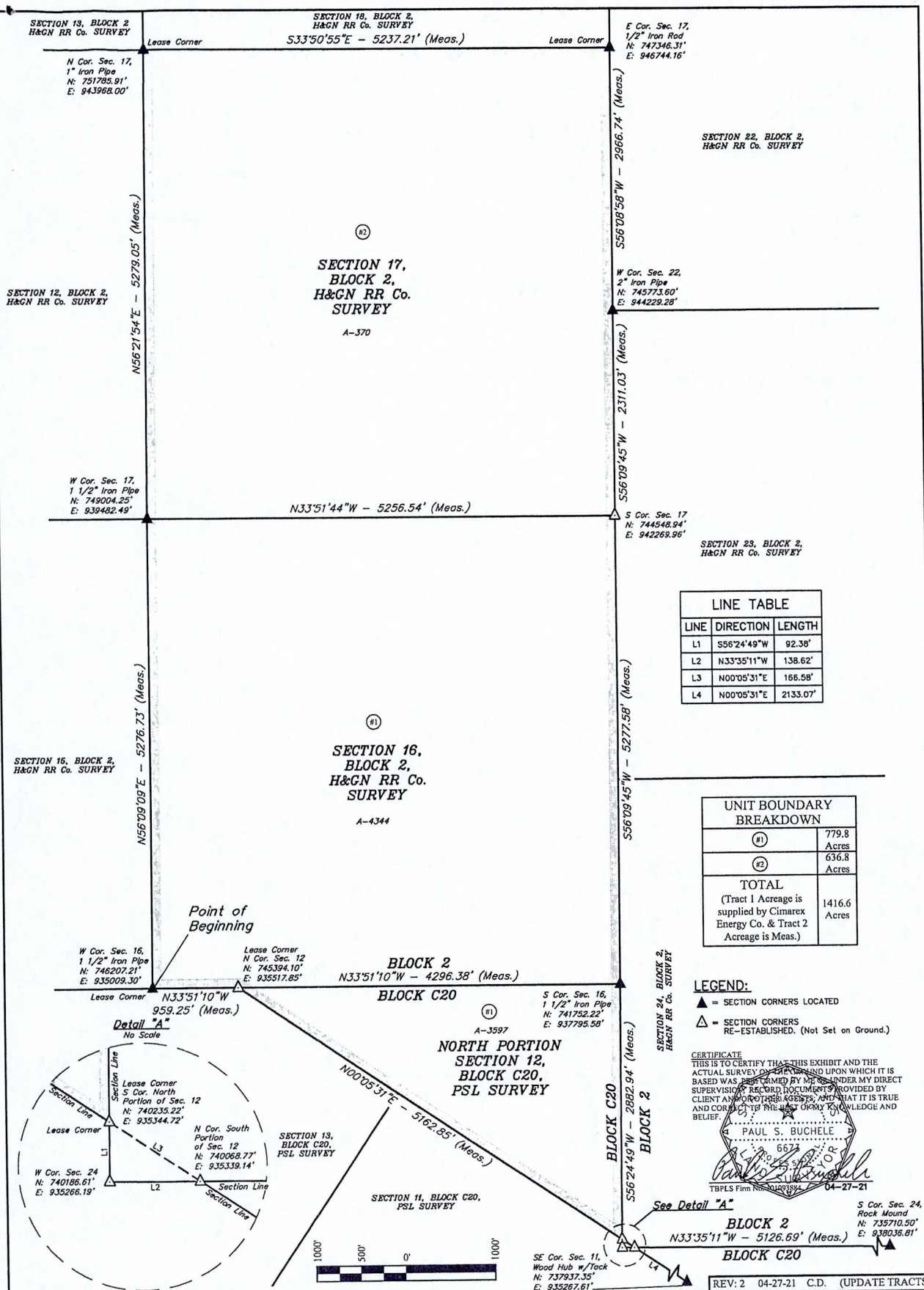
BASIS OF BEARINGS IS TRANSVERSE MERCATOR PROJECTION WITH A CENTRAL MERIDIAN OF W103°53'00" (NAD 83).

CERTIFICATE

THIS IS TO CERTIFY THAT THIS EXHIBIT AND THE ACTUAL SURVEY OF THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, RECORD DOCUMENTS PROVIDED BY CLIENT AND/OR OTHER AGENTS, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL S. BUCHELE
6673
04-27-21
TBPLS Firm No. 10193884

REV: 2 04-27-21 C.D. (UPDATE TRACTS)



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S56°24'49"W	92.38'
L2	N33°35'11"W	138.62'
L3	N00°05'31"E	166.58'
L4	N00°05'31"E	2133.07'

UNIT BOUNDARY BREAKDOWN	
#1	779.8 Acres
#2	636.8 Acres
TOTAL (Tract 1 Acreage is supplied by Cimarex Energy Co. & Tract 2 Acreage is Meas.)	1416.6 Acres

LEGEND:
 ▲ = SECTION CORNERS LOCATED
 △ = SECTION CORNERS RE-ESTABLISHED. (Not Set on Ground.)

CERTIFICATE
 THIS IS TO CERTIFY THAT THIS EXHIBIT AND THE ACTUAL SURVEY THEREON UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION OF RECORD DOCUMENTS PROVIDED BY CLIENT AND/OR OTHER AGENTS, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL S. BUCHELE
 6673
 TBPLS Firm No. 01403884 04-27-21

NOTES:
 • Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W101°53'00" (NAD 83).
 • All bearings, distances and areas shown are Surface Measure.
 • Uniaxial Engineering and Land Surveying does not attest to the validity of data/documents furnished by others.
 • Coordinates shown are Texas Coordinate system of 1927 in U.S. Survey Feet, Central Zone.



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 Corporate Office * 85 South 200 East
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CIMAREX ENERGY CO.

EXHIBIT "D";
 ATTACHED TO AND MADE A PART OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
 CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.)
 BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS

SURVEYED BY	A.H. J.G.	07-13-18	SCALE
DRAWN BY	C.D.	04-19-21	1" = 1000'

EXHIBIT "D"



UELS, LLC
Regional Office * 606 US Highway 385 N
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

**EXHIBIT "E";
AND ATTACHED TO AND MADE A PART
OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE
STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS
SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.)
BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY &
SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS**

BEING A 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) UNIT, MORE OR LESS, AND BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 1/2" IRON PIPE BEING THE WEST CORNER OF SAID SECTION 16 ALSO BEING A LEASE CORNER; THENCE N56°09'09"E 5276.73 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 16 TO A 1 1/2" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 16 AND ALSO BEING THE WEST CORNER OF SAID SECTION 17;

THENCE N56°21'54"E 5279.05 FEET ALONG THE NORTHWEST LINE OF SAID SECTION 17 TO A 1" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S33°50'55"E 5237.21 FEET ALONG THE NORTHEAST LINE OF SAID SECTION 17 TO A 1/2" IRON ROD BEING THE EAST CORNER OF SAID SECTION 17 AND ALSO BEING A LEASE CORNER;

THENCE S56°08'58"E 2966.74 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A 2" IRON PIPE BEING THE WEST CORNER OF SECTION 22, BLOCK 2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS;

THENCE S56°09'45"W 2311.03 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 17 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 17 AND ALSO BEING THE EAST CORNER OF SAID SECTION 16;

THENCE S56°09'45"W 5277.58 FEET ALONG THE SOUTHEAST LINE OF SAID SECTION 16 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 16 AND ALSO BEING THE EAST CORNER OF THE NORTH PORTION OF SAID SECTION 12;

THENCE S56°24'49"W 2882.94 FEET ALONG THE SOUTHEAST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE SOUTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A LEASE CORNER;

THENCE N00°05'31"E 5162.85 FEET ALONG THE WEST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE NORTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A POINT BEING ON THE SOUTHWEST LINE OF SAID SECTION 16;

THENCE N33°51'10"W 959.25 FEET ALONG THE SOUTHWEST LINE OF SAID SECTION 16 TO THE **POINT OF BEGINNING**.

CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) MORE OR LESS.

BASIS OF BEARINGS IS TRANSVERSE MERCATOR PROJECTION WITH A CENTRAL MERIDIAN OF W103°53'00" (NAD 83).

CERTIFICATE

THIS IS TO CERTIFY THAT THIS EXHIBIT AND THE ACTUAL SURVEY OF THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, RECORD DOCUMENTS PROVIDED BY CLIENT AND/OR OTHER AGENTS, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL S. BUCHELE
6673
04-27-21
TBPLS Firm No. 10193884

REV: 2 04-27-21 C.D. (UPDATE TRACTS)

14.

File No. MF111990

Reeves County

PSA00383

Date Filed: 05/02/2022

George P. Bush, Commissioner

By Jm



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12245

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit A # 1H API # 42-389-39470
 Name of Operator: Cimarex Energy Co. RRC # 08-870611
 Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
 Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyt Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	9960.63	4815.55	0.02292254	0.12500000	0.08865675	0.01108209
Totals:							0.01108209
Effective Date:	<u>04/01/2022</u>						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

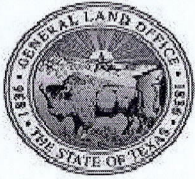
- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production estimated as December 7, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
 RAM approval by: VD GIS updated by: ru

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INU220001

Unit Number 12245
Operator Name Cimarex Energy Co. of Colorado
Customer ID C000041191
Unit Name State Lookouts 12-16-17 Unit A # 1H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.01108209
State Part in Unit 0.08865675
Unit Depth Specified Depths
From Depth Well
To Depth Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 04/01/2022
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.08865675	O/G	0.12500000	0.01108209	No

API Number

4238939470

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/20/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12245

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO.

Unit Name: State Lookouts 12-16-17 Unit A # 1H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

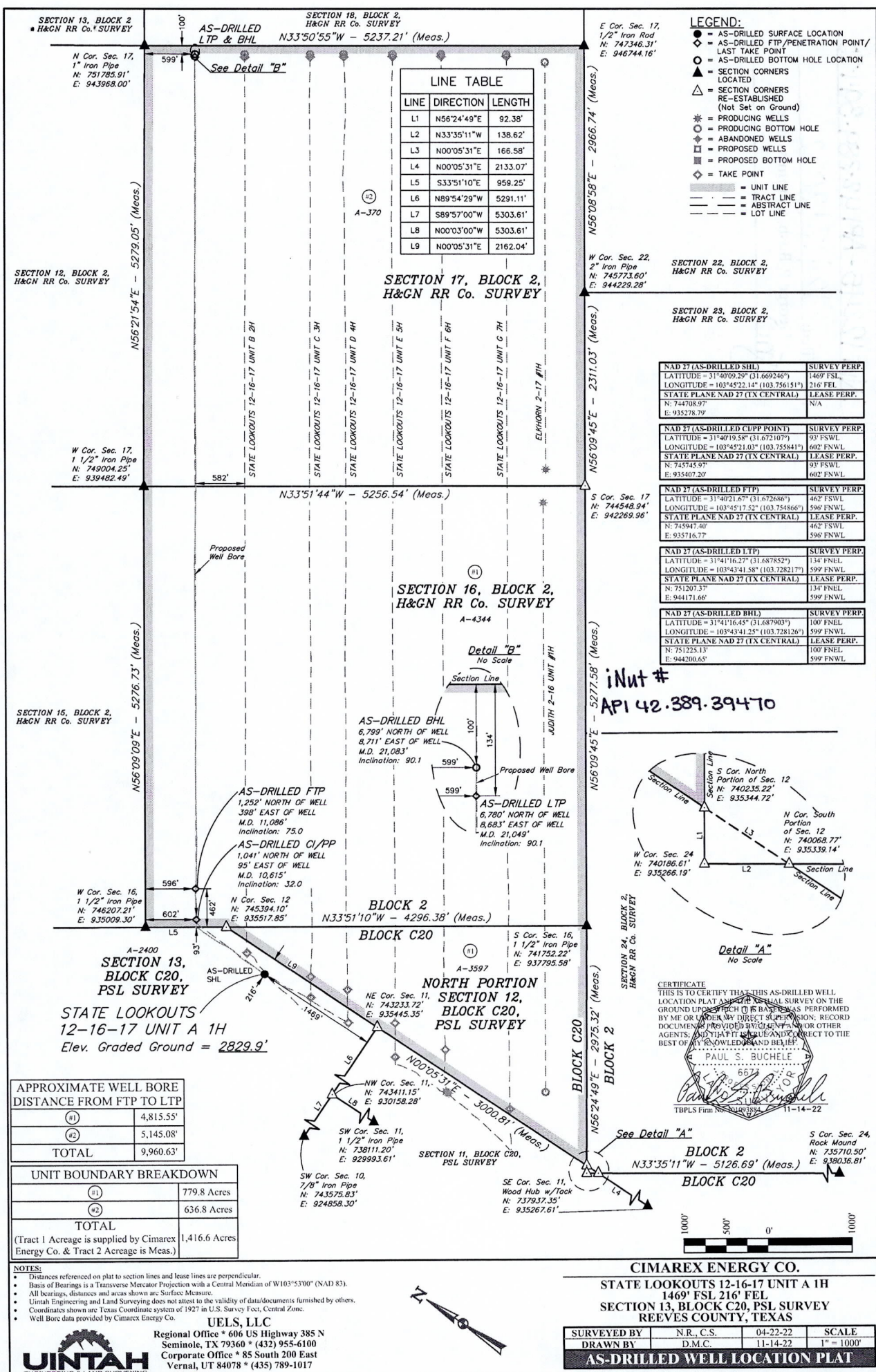
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01108209

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	8.87%
<u>State Net Revenue Interest:</u>	1.11%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	



File No. MF 111990
Reeves County
iNut 12245-API 42-389-39470
Date Filed: 12/12/2022
By jm George P. Bush, Commissioner



Information for processing an Internal Non Unit Transaction (iNut) Length of Lateral

iNut No. 12246

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit B # 2H API # 42-389-39471
 Name of Operator: Cimarex Energy Co. RRC # 08-870614
 Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
 Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyt Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	10255.59	5113.51	0.02292254	0.12500000	0.09143473	0.01142934
Totals:							0.01142934
Effective Date:	<u>04/01/2022</u>						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

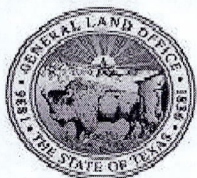
- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production estimated as December 7, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
 RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INU220001

Unit Number 12246
Operator Name Cimarex Energy Co. of Colorado Effective Date 04/01/2022
Customer ID C000041191 Unitized For Oil And Gas
Unit Name State Lookouts 12-16-17 Unit B # 2H Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type iNut
State Net Revenue Interest Oil 0.01142934
State Part in Unit 0.09143473
Unit Depth Specified Depths Well
From Depth Formation
To Depth Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.09143473	O/G	0.12500000	0.01142934	No

API Number

4238939471

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/20/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12246

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit B # 2H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

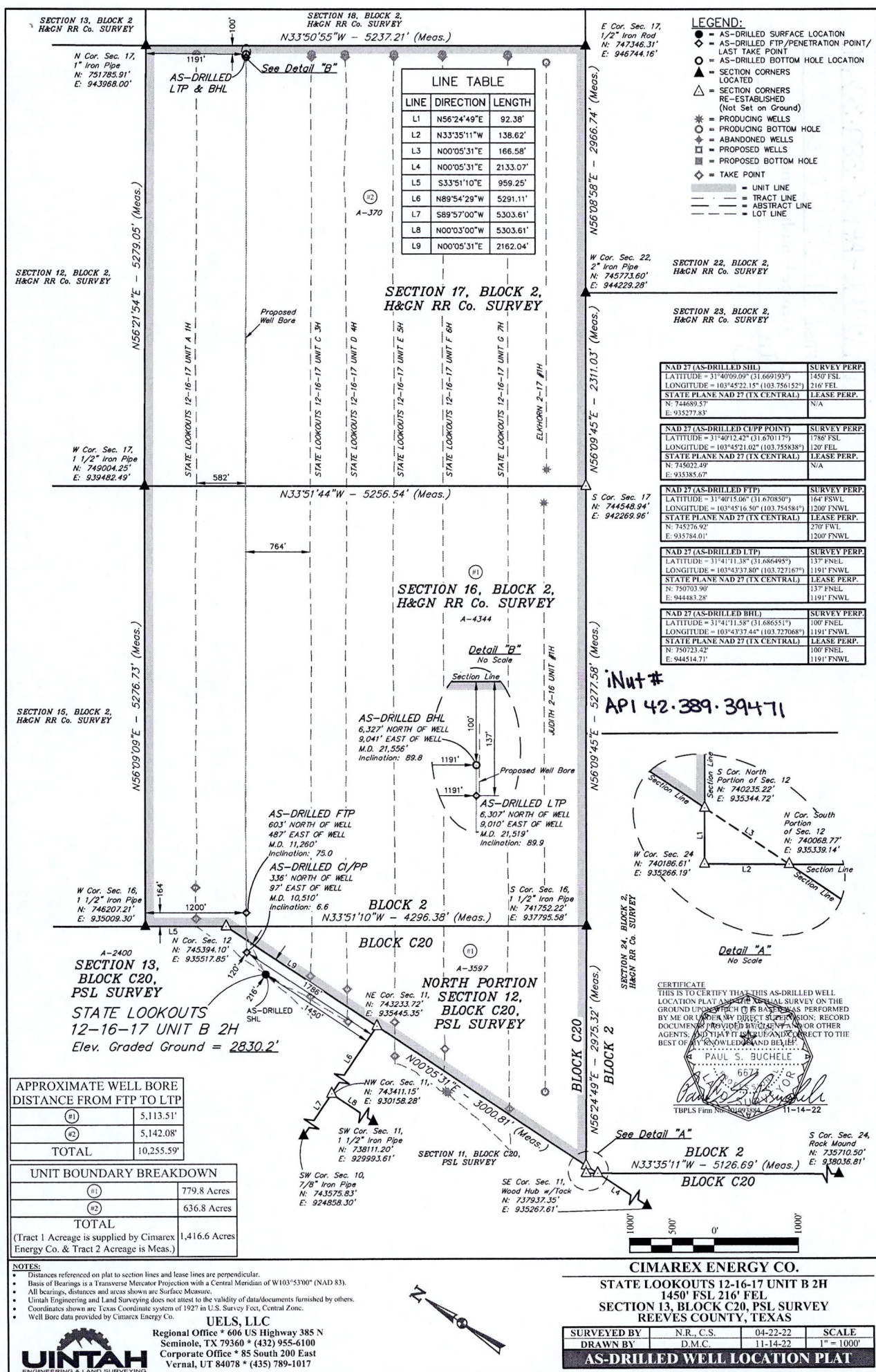
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01142934

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

Participation Basis:	Length of Lateral
Surface Acreage	
State Acreage:	9.14%
State Net Revenue Interest:	1.14%

Unit Type:	Unitized for:
iNut	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
No	



File No. MF111990

Roones County

iNut12246-API42-389-39471

Date Filed: 12/12/2022

By George P. Bush, Commissioner
Jm

W. L. AS. 300-304-11
1/1/24



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12247

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit C # 3H API # 42-389-39472
Name of Operator: Cimarex Energy Co. RRC # 08-870616
Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyt Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	11019.26	5875.33	0.02292254	0.12500000	0.09777607	0.01222201
Totals:							0.01222201
Effective Date:	04/01/2022						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

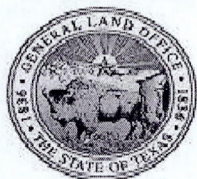
- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production estimated as December 7, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INU220001

Unit Number 12247
Operator Name Cimarex Energy Co. of Colorado Effective Date 04/01/2022
Customer ID C000041191 Unitized For Oil And Gas
Unit Name State Lookouts 12-16-17 Unit C # 3H Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type iNut
State Net Revenue Interest Oil 0.01222201
State Part in Unit 0.09777607
Unit Depth Specified Depths Well
From Depth Formation
To Depth Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.09777607	O/G	0.12500000	0.01222201	No

API Number

4238939472

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/20/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12247

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit C # 3H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

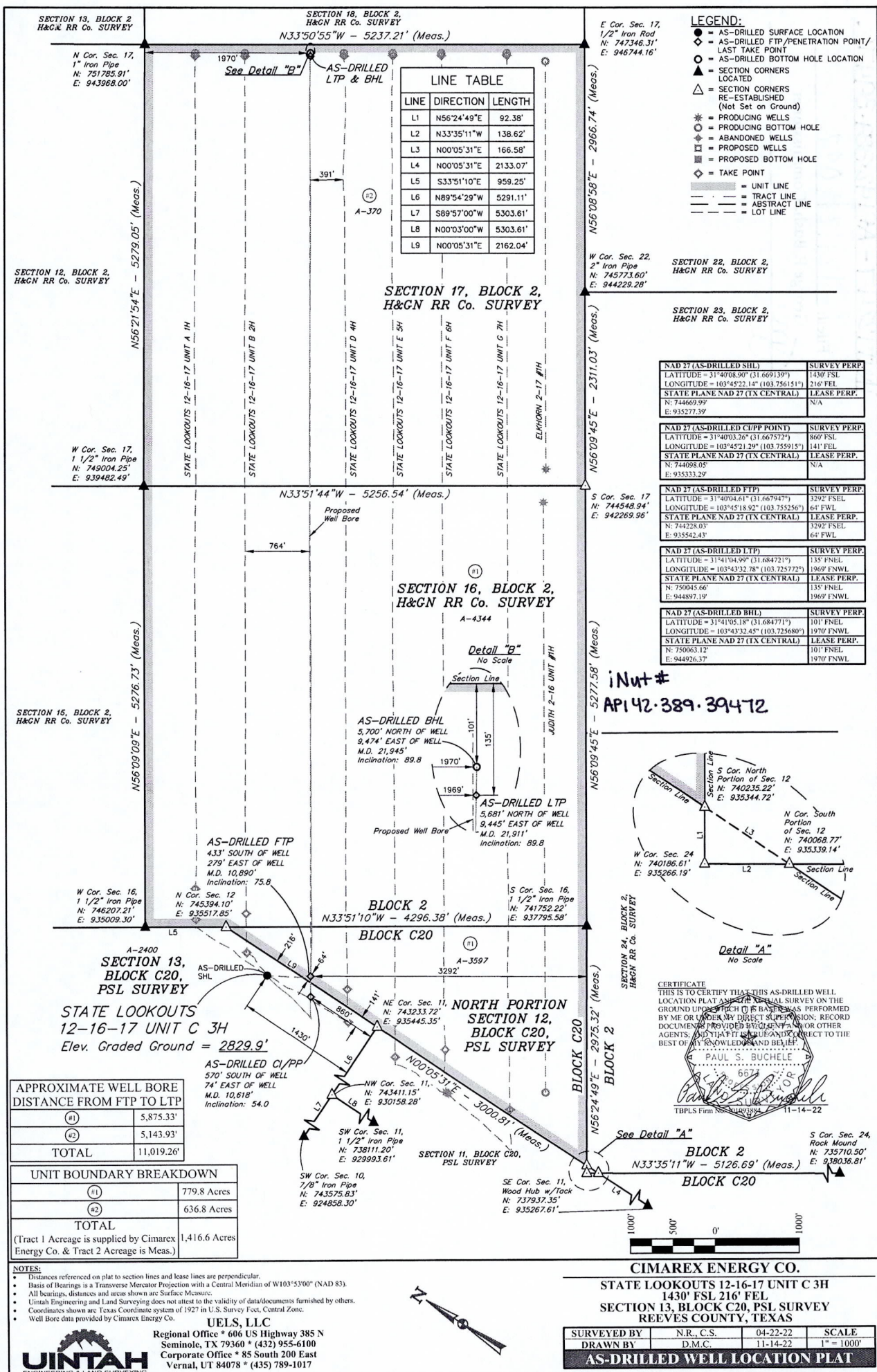
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01222201

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

Participation Basis:	Length of Lateral
Surface Acreage	
State Acreage:	9.78%
State Net Revenue Interest:	1.22%

Unit Type:	Unitized for:
iNut	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
No	



File No. MF111990Reeves CountyiNut12247-AP142-389-39472Date Filed: 12/12/2022By gm George P. Bush, Commissioner



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12248

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit D # 4H API # 42-389-39473
Name of Operator: Cimarex Energy Co. RRC # 08-870617
Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	11180.06	6033.55	0.02292254	0.12500000	0.09896497	0.01237062
Totals:							0.01237062
Effective Date:	<u>04/01/2022</u>						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production estimated as December 7, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INU220001

Unit Number 12248
Operator Name Cimarex Energy Co. of Colorado
Customer ID C000041191
Unit Name State Lookouts 12-16-17 Unit D # 4H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.01237062
State Part in Unit 0.09896497
Unit Depth Specified Depths
From Depth Well
To Depth Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 04/01/2022
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.09896497	O/G	0.12500000	0.01237062	No

API Number

4238939473

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/21/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12248

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit D # 4H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

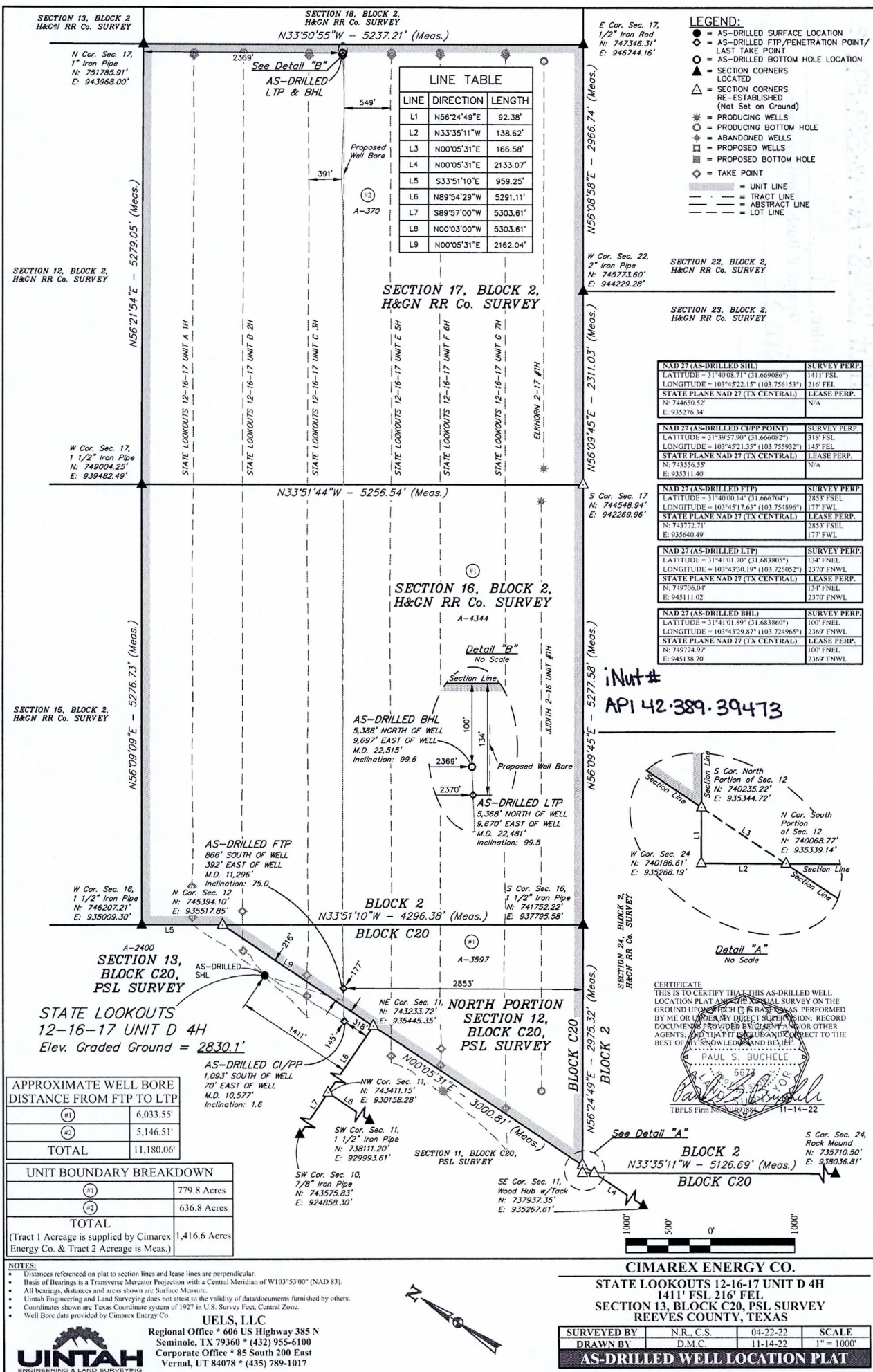
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01237062

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	9.90%
<u>State Net Revenue Interest:</u>	1.24%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	



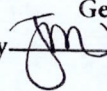
File No. MF111990

Reones County

iNut 12248-AP142-389-39413

Date Filed: 12/12/2022

George P. Bush, Commissioner

By 

175-118-000-30-113
1174 #



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12250

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit E # 5H API # 42-389-39474
Name of Operator: Cimarex Energy Co. RRC # 08-870618
Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyt Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	11584.22	6437.36	0.02292254	0.12500000	0.10190459	0.01273807
Totals:							0.01273807
Effective Date:	04/01/2022						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production date November 16, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INU220001

Unit Number 12250
Operator Name Cimarex Energy Co. of Colorado
Customer ID C000041191
Unit Name State Lookouts 12-16-17 Unit E # 5H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.01273807
State Part in Unit 0.10190459
Unit Depth Specified Depths
From Depth Well
To Depth Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 04/01/2022
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.10190459	O/G	0.12500000	0.01273807	No

API Number

4238939474

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/21/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12250

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit E # 5H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

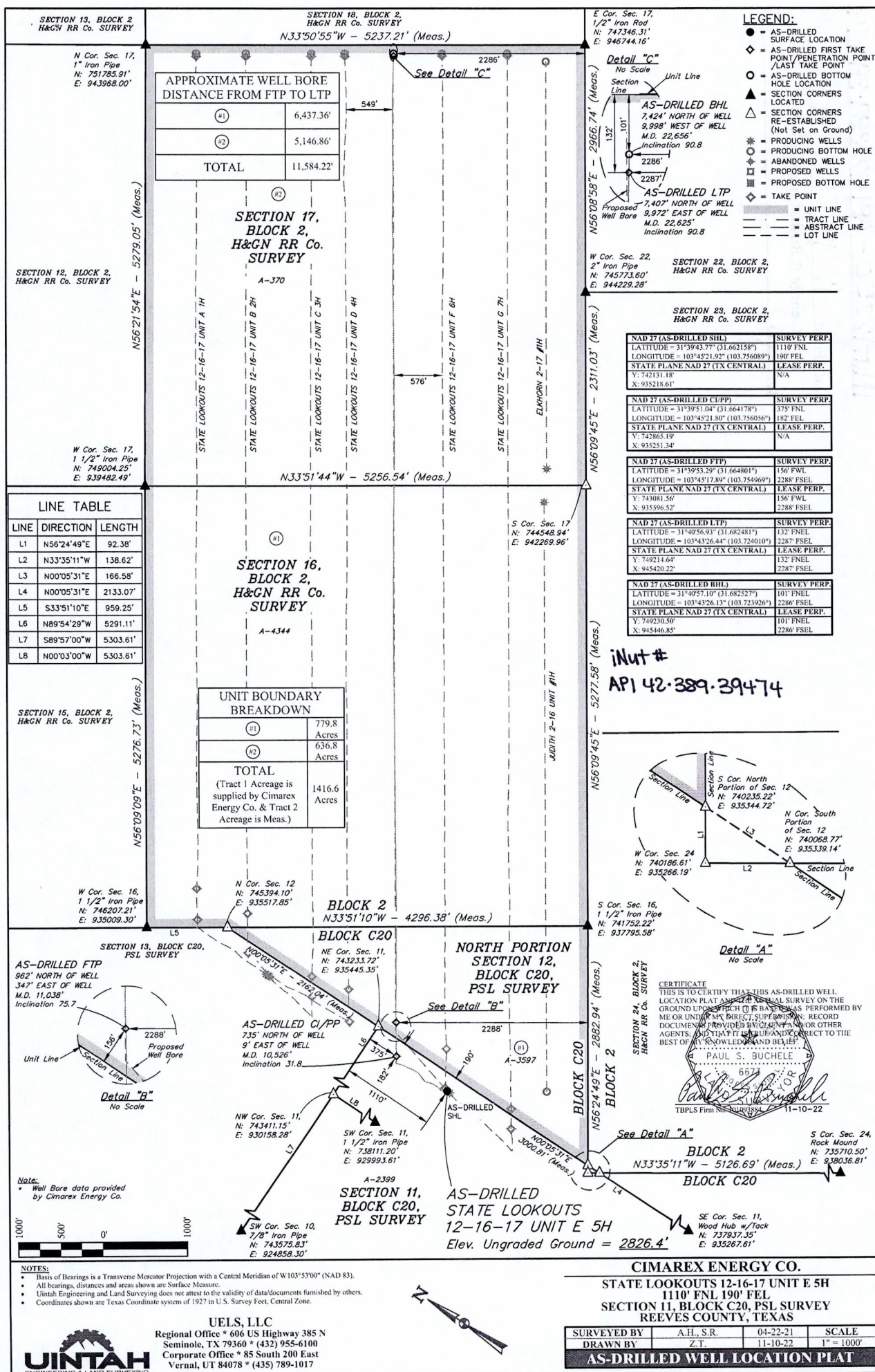
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01273807

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	10.19%
<u>State Net Revenue Interest:</u>	1.27%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	



File No. MF11990

Beaver County

iNut12250-AP142.389.39474

Date Filed: 12/12/2022

By George P. Bush, Commissioner
gm

FILED
DEC 14 2022
CLERK



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12251

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit F # 6H API # 42-389-39475
Name of Operator: Cimarex Energy Co. RRC # 08-870620
Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	11905.82	6758.28	0.02292254	0.12500000	0.10409493	0.01301187
Totals:							0.01301187
Effective Date:	<u>04/01/2022</u>						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production date November 16, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INU220001

Unit Number 12251
Operator Name Cimarex Energy Co. of Colorado
Customer ID C000041191
Unit Name State Lookouts 12-16-17 Unit F # 6H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.01301187
State Part in Unit 0.10409493
Unit Depth Specified Depths
From Depth **Well**
To Depth **Formation**
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 04/01/2022
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.10409493	O/G	0.12500000	0.01301187	No

API Number

4238939475

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/22/2022

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12251

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit F # 6H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

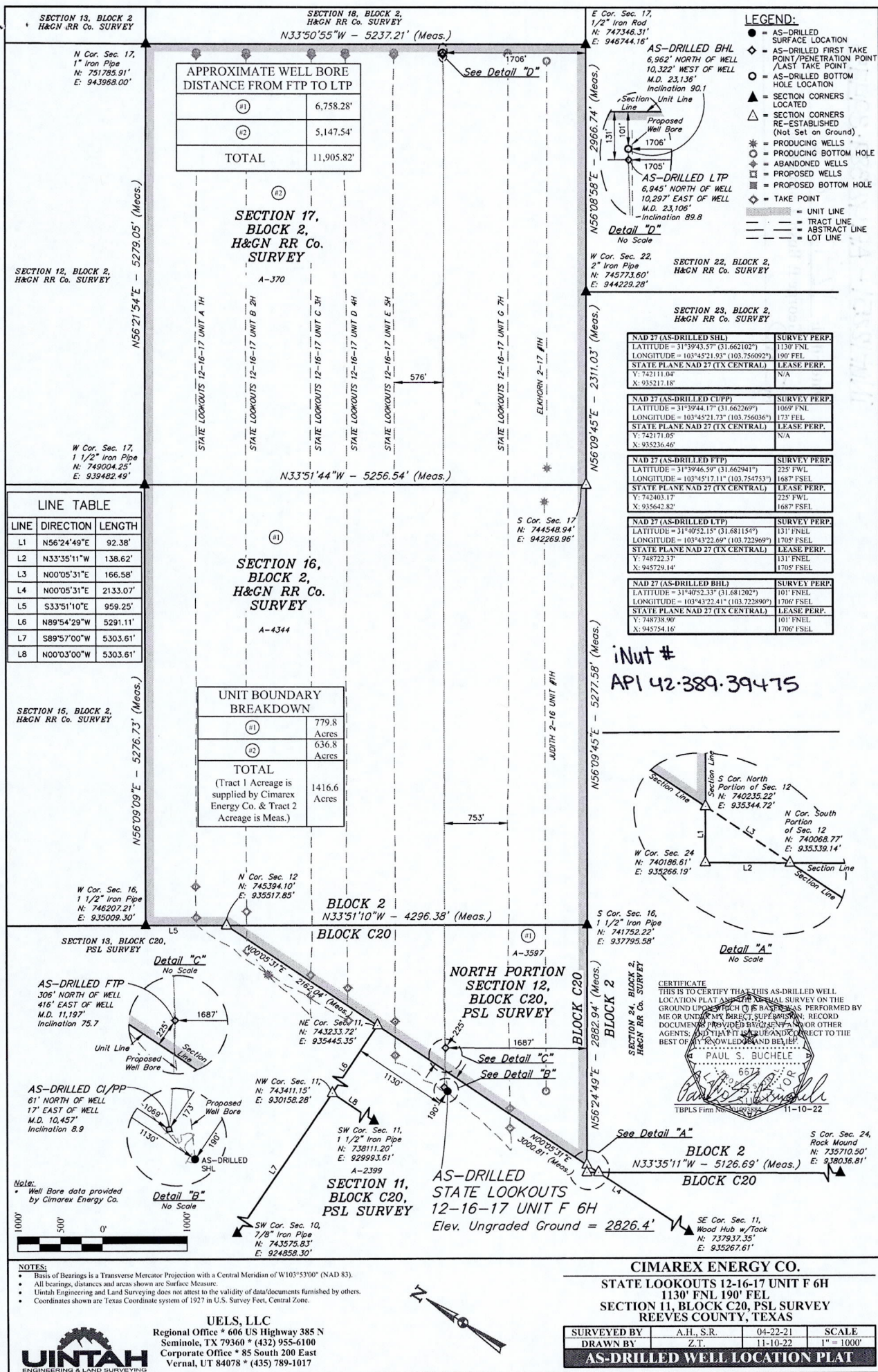
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01301187

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	10.41%
<u>State Net Revenue Interest:</u>	1.30%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	



File No. MF111990

Reeves County

iNut12251 - API42.389.39475

Date Filed: 12/12/2022

By George P. Bush, Commissioner

27105-085-0114



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 12253

GENERAL INFORMATION

Name of Well: State Lookouts 12-16-17 Unit G # 7H API # 42-389-39476
Name of Operator: Cimarex Energy Co. RRC # 08-870621
Operator Contact Person: Mary Jane Russell Phone: 918-560-7096
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	6665/MF111990	12625.43	7477.46	0.02292254	0.12500000	0.10860771	0.01357596
Totals:							0.01357596
Effective Date:	<u>04/01/2022</u>						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments:

- Final as drilled plats and calculations submitted on December 5, 2022 by Cyrus Perkins. First production date November 16, 2022.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: jm Alamo updated by: jm WI updated by: jm
RAM approval by: JD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INU220001

Unit Number 12253
Operator Name Cimarex Energy Co. of Colorado Effective Date 04/01/2022
Customer ID C000041191 Unitized For Oil And Gas
Unit Name State Lookouts 12-16-17 Unit G # 7H Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type iNut
State Net Revenue Interest Oil 0.01357596
State Part in Unit 0.10860771
Unit Depth Specified Depths Well
From Depth Formation
To Depth Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF111990		0.000000	0.000000	0.10860771	O/G	0.12500000	0.01357596	No

API Number

4238939476

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

12/12/2022

12/12/2022

12/12/2022

12/21/22

12/12/2022

Pooling Committee Report

To: School Land Board

INU220001

Date of Board Meeting:

Unit Number: 12253

Effective Date: 04/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: CIMAREX ENERGY CO,

Unit Name: State Lookouts 12-16-17 Unit G # 7H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

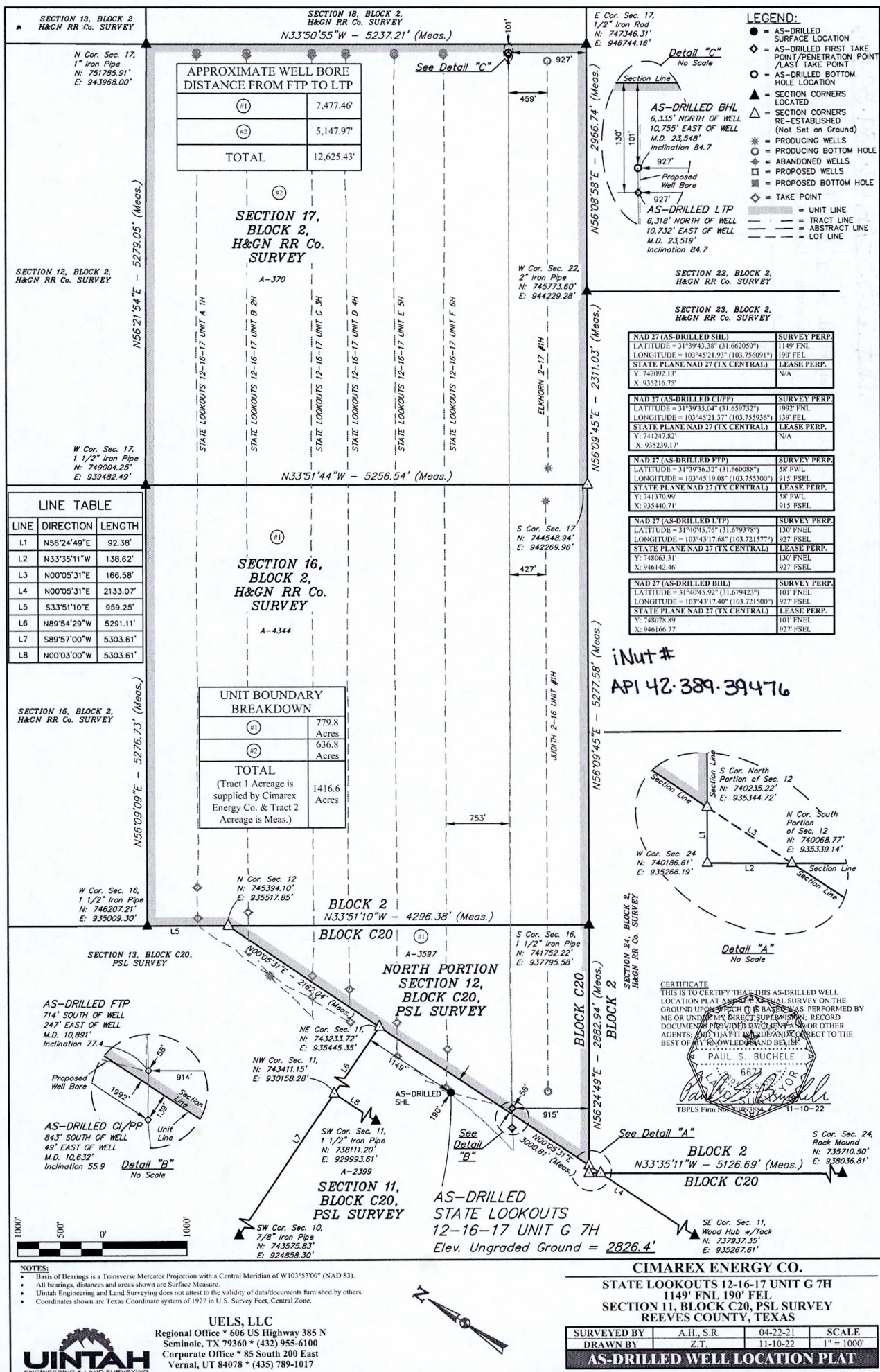
<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF111990	0.12500000	07/01/2015	5 years	574.000000	0.000000	0.01357596

Private Acres:	0.000000
State Acres:	0.000000
Total Unit Acres:	0.000000

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	10.86%
<u>State Net Revenue Interest:</u>	1.36%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	



File No. MF111990 21.
Reeves County
iNut12253-API42.389.39476
Date Filed: 12/12/2022
By George P. Bush, Commissioner
Jm



MF111990

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16 & 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil ☒ Gas ☒ Other: _____

Party Number: 704630-08
Decimal Interest: 0.01108210
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
inlet 12245 STATE LOOKOUTS 12-16-17 UNIT A 1H 42-389-39470	411347412	421355913	11/1/2022

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____ x _____

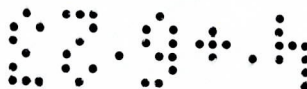
Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.





CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16 & 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil ☒ Gas ☒ Other: _____

Party Number: 704630-08
Decimal Interest: 0.01142934
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
STATE LOOKOUTS 12-16-17 UNIT B 2H	411347411	421355912	11/1/2022

inlet 12246

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x _____ x _____

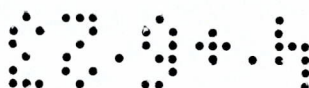
Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.





CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

NADOA Model Form Division Order (Adopted 9/95)

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16 & 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil X Gas X Other: _____

Party Number: 704630-08
Decimal Interest: 0.01222201 ✓
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
STATE LOOKOUTS 12-16-17 UNIT C 3H	411347410	421355911	11/1/2022

in wt 12247

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.





CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16& 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil ☒ Gas ☒ Other: _____

Party Number: 704630-08
Decimal Interest: 0.01237062 ✓
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
STATE LOOKOUTS 12-16-17 UNIT D 4H	411347409	421355910	11/1/2022

iNut 12248

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.





CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16& 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil ☒ Gas ☒ Other: _____

Party Number: 704630-08
Decimal Interest: 0.01273808
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
STATE LOOKOUTS 12-16-17 UNIT E 5H	411347408	421355909	11/1/2022

Unit 12250

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.







CIMAREX ENERGY CO
PO BOX 4544
HOUSTON TX 77210-4544

Date: March 24, 2023

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Legal Description: SEC 16 & 17, BLK 2, H&GN RR CO SVY, AND SECTION 12 BLK C-20, PSL SURVEY, REEVES CO, TX

Production: Oil X Gas X Other: _____

Party Number: 704630-08
Decimal Interest: 0.01357597
Interest Type: RI

Well Name:	Well #	Well Comp #	Effective Date
STATE LOOKOUTS 12-16-17 UNIT G 7H	411347406	421355907	11/1/2022

1 Nut 12253

Special Clause:

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): x _____ x _____

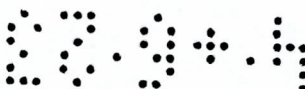
Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.





TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

April 20, 2023

Cyrus Perkins
Division Order Analyst
Cimarex Energy Co
PO Box 4544
Houston, TX 77210-4544

Re: State Lease No. MF111990 State Lookouts 12-16-17 A 1H iNut 12245, B 2H iNut 12246,
C 3H iNut 12247, D 4H iNut 12248, E 5H iNut 12250, F 6H iNut 12251
and G 7H iNut 12253

Dear Mr. Perkins:

The Texas General Land Office (GLO) has received your Division Orders for the referenced iNut(s). These Division Orders have been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF111990

Beeves County

Division Order

Date Filed: 4/20/2023

Commissioner Dawn Buckingham, M.D.

By: VR

**PRODUCTION SHARING AGREEMENT
FOR MULTI-SECTION HORIZONTAL WELLS
State Lookouts 12-16-17 Unit Sharing Area**

STATE OF TEXAS §
 §
COUNTY OF REEVES §

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned parties hereby enter into this Production Sharing Agreement for Multi-Section Horizontal Wells ("Agreement") effective as of the 1st day of May 2021 ("Effective Date").

Reference is made to those certain Oil and Gas Leases (the "Leases") described in Exhibit "A", and the Pooled Unit described in Exhibit "B", both attached hereto. The Leases and Pooled Unit cover and include lands within the tracts described in Exhibit "C" and are located, in whole or in part, within the area depicted and described in Exhibits "D" and "E," respectively, which covers 1,414.8 acres, more or less (the "Sharing Area"). For the purposes of this Agreement, the Sharing Area shall be further limited to cover only those depths within such area from the top of the Wolfcamp formation to the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016' FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.

Each of the undersigned parties to this Agreement (collectively, the "Interest Owners" and, individually, an "Interest Owner") owns an interest in the leasehold, minerals, royalties, and/or executive rights in or under the Lease(s), Pooled Unit(s), and/or the Sharing Area.

The Interest Owners wish to encourage further development of the Sharing Area through the drilling of Sharing Wells (defined below) in order to: 1) increase the ultimate recovery of oil, gas, and associated hydrocarbons, 2) prevent physical and economic waste and the drilling of unnecessary wells, and 3) to protect the correlative rights of all Interest Owners. The Interest Owners have agreed that a basis for sharing in production from such Horizontal Wells should be established.

NOW THEREFORE, each of the undersigned, for ten dollars (\$10.00), and the recitals, promises, performances, payments, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby agree to the following:

1. For purposes of this Agreement, the following definitions apply:
 - a. "Horizontal Well" shall have the same meaning as "horizontal drainhole well" as currently defined by the Railroad Commission of Texas under its Statewide Rule 86, which is any well intentionally drilled in a horizontal

orientation with one or more horizontal drainholes having a horizontal drainhole displacement of at least 100 feet within the correlative interval in which the well is completed.

- b. **"Vertical Well"** is any well that is not defined as a Horizontal Well.
- c. **"PSA Interval"** is the correlative geologic interval limited from the top of the Wolfcamp formation down to and including the base of the Wolfcamp formation. The top of the Wolfcamp formation is defined as the stratigraphic equivalent of 10,635' TVD, as seen on the Schlumberger Platform Express Three Detector Litho-Density Compensated Neutron Log in the Cimarex Energy Co. Ruby South Unit 1-39 1H Well (API No. 42-389-33662), located 200' FSWL and 660' FSEL of Section 39, Block 1, H&GN RR Co. Survey, Reeves County, Texas and the base of the Wolfcamp formation is defined as the stratigraphic equivalent of 15,722' TVD as seen on the Schlumberger Platform Express Density/Neutron Final Composite Log in the Helmerich & Payne, Inc. Harrison State #14-1 well (API No. 42-389-32189), located 2,350' FSL and 1,016' FWL of Section 14, Block C-20, PSL Survey, Reeves County, Texas.
- d. **"Horizontal Drainhole"** is the portion of the Horizontal Well drilled within the PSA Interval between the penetration point and terminus.
- e. **"Productive Horizontal Drainhole Length"** is the horizontal length of the wellbore path, measured in feet, within the PSA Interval, which begins at the first Take Point of a Horizontal Well and runs along the actually surveyed wellbore path to the last Take Point. In the event a Sharing Well shall be developed with more than one Horizontal Drainhole, the Productive Drainhole Length shall be the sum of such horizontal lengths of all such Horizontal Drainholes.
- f. **"Take Point"** is any point along a Horizontal Drainhole where oil, gas and associated hydrocarbons could enter the wellbore from the PSA Interval and be produced.
- g. **"Sharing Tract"** means any of the tracts of land identified and described in Exhibit "C" as Sharing Tracts 1 and 2, all of which comprise and are located within the Sharing Area depicted and described in Exhibits "D" and "E" of this Agreement.
- h. **"Sharing Well"** is a Horizontal Well in which the Horizontal Drainhole of such well is drilled through two or more Sharing Tracts within the Sharing Area, provided such well has a minimum permitted total Productive Horizontal Drainhole Length of seventy-five hundred feet (7,500'). Further, to qualify as a Sharing Well under this Agreement, each such well must: (1) be completed after the Effective Date of this Agreement; and (2) be drilled and completed in a manner such that the total Productive Horizontal Drainhole Length of such well traverses two or more Sharing Tracts (i.e., any well with a total Productive Horizontal Drainhole Length located entirely on a single Sharing Tract shall not be a Sharing Well under this Agreement).

- i. **"Pooled Unit"** shall mean: (1) the unit known as the Judith 2-16 Unit ("Judith Unit"); which is described in further detail in Exhibit "B". For the purposes of this Agreement, the parties hereto acknowledge and agree that the Pooled Unit is included within the Sharing Area and that such Pooled Unit will be recognized for all purposes hereof to be a Sharing Tract.
 - j. **"Allocation Factor"** is a fraction, the numerator of which is equal to the length of the Productive Horizontal Drainhole Length for such Sharing Well that lies within a given Sharing Tract, and the denominator being the total Productive Horizontal Drainhole Length for such Sharing Well.
2. Cimarex Energy Co. will be the "Operator" of the Sharing Wells and is authorized, but not obligated, to drill, produce and operate Sharing Wells that may traverse Sharing Tracts within the Sharing Area.
3. Each Interest Owner in each of the Sharing Tracts shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's Allocation Factor. The portions of production, or proceeds from the sale of production, allocated to each Sharing Tract from a Sharing Well shall be paid to the Interest Owners within each Sharing Tract in the same manner as if such allocated share of production was produced entirely from the Sharing Tract to which such share of production is allocated.
4. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land in which the Horizontal Drainhole is located, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.0 or 100%.
5. Each Interest Owner in a Pooled Unit shall share in the production of oil, gas and associated hydrocarbons produced from each Sharing Well, or in the proceeds from the sale of such production, on the basis of such Interest Owner's allocated share of production from the Pooled Unit, in accordance with the terms of the agreement creating said Pooled Unit, after the Allocation Factor has been applied to the Sharing Tract included in the Pooled Unit.
6. Production from, or drilling or reworking operations on a Sharing Well, and drilling or reworking operations on any Sharing Tract within the Sharing Area in an effort to obtain or restore production from an existing or proposed Sharing Well, shall be considered to be production from, or drilling or reworking operations on each Sharing Tract, and on each of the Leases within the Sharing Area, provided that the production, or proceeds from the sale of production, from such Sharing Well shall be allocated to the Sharing Tracts in accordance with the Allocation Factor set out above.
7. The terms of this Agreement shall only apply to Sharing Wells. It is understood that any vertical oil or gas wells and any horizontal oil or gas wells not constituting a Sharing Well hereunder, may now, or in the future, be located within the acreage

covered by the Sharing Area. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas wells, or horizontal oil or gas wells not constituting a Sharing Well hereunder. This Agreement explicitly excludes the Judith 2-16 Unit 1H well (API No. 42-389-34093) and the Elkhorn 2-17 1H well (API No. 42-389-34258). Except as otherwise provided herein, this agreement does not modify the terms of the Pooled Unit.

8. This Agreement is intended as a method for allocating production from Sharing Wells, and does not create a cross conveyance of interests or constitute a pooling or unitization of any interest. There are no property lines created by this Agreement that are required to be recognized for the purpose of spacing oil and gas wells. Production from a Sharing Well shall not create any offset obligation, whether express or implied. In the event any Sharing Well shall be plugged back or recompleted in such manner that the well no longer falls within the above definition of a Sharing Well, such well shall no longer be considered a Sharing Well for purposes of this Agreement.
9. The continuous drilling or continuous development provisions of each of the Leases, if any, shall be satisfied by the timely commencement of operations to drill a Sharing Well.
10. The parties to this Agreement hereby waive objection to an application for an exception for a Sharing Well to the rules of the Railroad Commission of Texas which are applicable to the field in which a Sharing Well is completed, or is proposed to be completed, and which rules govern lease line or between well spacing distances, or density of development.
11. The parties to this Agreement hereby waive objection to surface commingling and a Form P-17 or P-17A application for surface commingling pursuant to Texas Administrative Code SWR §3.26, SWR §3.27, SWR §3.55, SWR §3.67, and SWR §3.71, so long as Operator separately meters the production of oil, gas, and associated hydrocarbons from each well prior to commingling said production with other wells in which Interest Owner may or may not have an interest.
12. The provisions of the Leases and other agreements covering or affecting the Sharing Area are hereby amended to the extent necessary to make such agreements conform to the provisions herein, but not otherwise. In the case of a conflict between the provisions of this Agreement and the provisions of such agreements, the provisions of this Agreement shall control.
13. This Agreement shall remain effective for so long as any of the Leases shall remain in force and effect, provided that Lessee may terminate this Agreement by filing a notice of termination to that effect in the records of Reeves County, Texas at any time that there is no Sharing Well on the Sharing Area producing, or capable of producing in paying quantities, and there are no operations to obtain or restore such production from a Sharing Well.
14. In the event that any of the undersigned Interest Owners owns an unleased mineral interest located in the Sharing Area and grants an oil and gas lease covering that

unleased mineral interest subsequent to the Effective Date of this Agreement, such oil and gas lease shall be automatically subject to the terms and conditions of this Agreement.

15. Interest Owners hereby agree, grant, let, convey and deliver unto Operator the right to use the surface and subsurface of each of the Sharing Tracts for the purposes of drilling, completing, operating, producing, repairing, reworking, maintaining, and plugging wells drilled, in whole or in part, on the Sharing Area or on lands adjacent thereto regardless of whether such adjacent lands have been combined or pooled with any Sharing Tract or the Sharing Area.

In addition to the foregoing, each of the undersigned Interest Owners owning mineral, royalty, or non-executive mineral or royalty interest does hereby ratify, adopt, and confirm each of the Leases listed in Exhibit "A", which covers lands in which such owner owns an interest, and does hereby grant, lease and let unto the current owner of the interest of the lessee of each such Lease, all of Interest Owner's interest in the lands covered by the Lease, limited to the depths currently held by such Lease, subject to the same terms and conditions provided for in the Lease, as same may have been heretofore amended.

This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments shall be treated and given effect for all purposes as a single instrument.

This Agreement is binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed the date set forth in the respective acknowledgments of the parties hereto, but effective as of May 1, 2021.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement pages to follow]

OPERATOR:
CIMAREX ENERGY CO.

Dated this 15 day of July, 2021

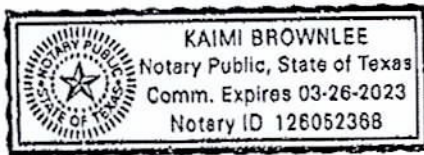
By: (Signature) *Michael DeShazer* of Sec

By: (Printed Name) Michael DeShazer, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

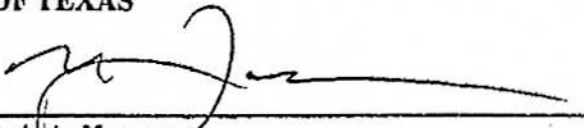
This instrument was acknowledged before me on this 15 day of July, 2021,
by Michael DeShazer, acting as Attorney-in-Fact, for Cimarex Energy Co., a Delaware corporation,
on behalf of said corporation.



Kaimi Brownlee
Notary Public in and for the State of Texas

My Commission Expires: 3/26/2023

INTEREST OWNER:
STATE OF TEXAS

By: 

Name: Mark A. Havens

Title: Chief Clerk and Deputy Land Commissioner of the Texas General Land Office

Date Executed: _____

Approved:

content ☒ MG

min. leasing ☒ DBO

legal ☒

executive _____



ACKNOWLEDGMENT

STATE OF TEXAS

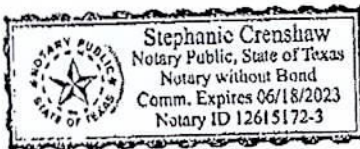
§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 6th day of August, 2021,
by Mark A. Havens, acting as Chief Clerk and Deputy Land Commissioner for the Texas General
Land Office.


Notary Public in and for the State of Texas

My Commission Expires: 6/18/2023



INTEREST OWNER:
A. H. RITTER, JR.

Dated this 12 day of October, 2021

By: (Signature) A. H. Ritter, Jr. - estate
Glenn W. Williams Harper, executor

By: (Printed Name) A. H. Ritter, Jr.

ACKNOWLEDGMENT

STATE OF Alabama §
COUNTY OF Baldwin §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared A. H. Ritter, 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 12 day of October, 2021.



Alicia Schultz King
Notary Public in and for the State of Alabama
My Commission Expires: 08/03/2024

INTEREST OWNER:
AMANDA ARMSTRONG KINGTON

Dated this 28 day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) Amanda Armstrong Kington

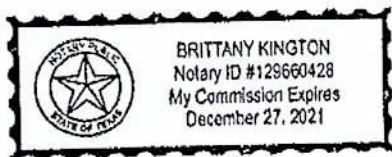
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Reeves §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Amanda Armstrong Kington, 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 28 day of June, 2021.



Brittany Kington
Notary Public in and for the State of Texas

My Commission Expires: 12/27/21

INTEREST OWNER:
AMY LOUISE FALCO

Dated this 25 day of June, 2021

By: (Signature) Amy Falco

By: (Printed Name) Amy Louise Falco

ACKNOWLEDGMENT

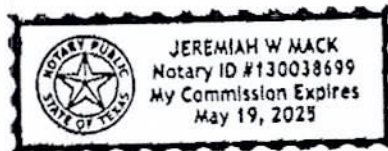
STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Amy Louise Falco**, 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 25th day of JUNE, 2021.

Jeremiah W. Mack
Notary Public in and for the State of Texas

My Commission Expires: 19 MAY 2025



INTEREST OWNER:

ANNABELLE ELIZABETH MAYS (A MINOR)

Dated this 30th day of June, 2021

By: (Signature) _____

By: (Printed Name) Aguinaldo Valdez, Custodian for Annabelle Elizabeth Mays (a minor)

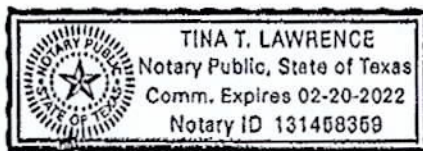
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Pallas §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Aguinaldo Valdez, Custodian for Annabelle Elizabeth Mays (a minor), 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 30th day of June, 2021.



T. Lawrence
Notary Public in and for the State of Texas

My Commission Expires: 02-20-2022

INTEREST OWNER:
APOLLO PERMIAN, LLC

Dated this 17 day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) Alexander P H. Ruff

Title: Manager

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Oklahoma

This instrument was acknowledged before me on this 17th day of June, 2021,
by Alexander H. Ruff as Manager of Apollo Permian, LLC, a Oklahoma
limited liability company, on behalf of said company. (registered state)



[Signature]
Notary Public in and for the State of Oklahoma
My Commission Expires: 7/3/24

INTEREST OWNER:
ARMSTRONG M&L TRUST

Dated this 15th day of June, 2021

By: (Signature) Stephen F. Armstrong

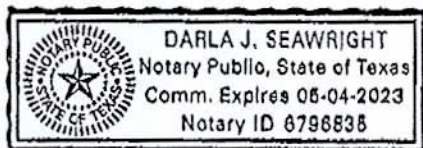
By: (Printed Name) Stephen F. Armstrong, Trustee of the Armstrong M&L Trust

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Denton §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Stephen F. Armstrong, Trustee of the Armstrong M&L 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.

Given under my hand and seal of office this 15 day of June, 2021.



Darla J. Seawright
Notary Public in and for the State of TX

My Commission Expires: 06-04-2023

INTEREST OWNER:
THE CALDWELL FAMILY TRUST

Dated this 14 day of June, 2021

By: (Signature) Karen L. Caldwell

By: (Printed Name) Karen L. Caldwell, Co-Trustee of The Caldwell Family Trust

Karen L. Caldwell

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Acknowledgement
Attached

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Karen L. Caldwell**, Co-Trustee of The Caldwell Family 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.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for the State of _____

My Commission Expires: _____

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

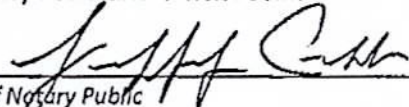
STATE OF CALIFORNIA)
COUNTY OF Orange)

On June 14, 2021 before me, Jeffrey Cross, Notary Public
(Date) (Here Insert Name and Title of the Officer)

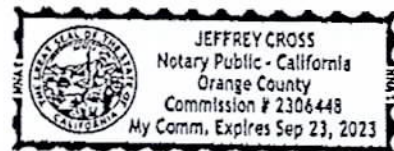
personally appeared Karen L Caldwell
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same
in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument
the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: The Caldwell Family Trust Document Date: June 14, 2021

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Additional Information: _____

INTEREST OWNER:
CHAPMAN OIL PROPERTIES TRUST

Dated this 17th day of August, 2021

By: (Signature) Jerel J. Hill, Co-Trustee of the Chapman Oil Properties Trust

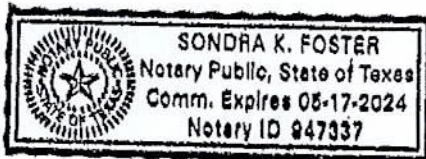
By: (Printed Name) Jerel J. Hill, Co-Trustee of the Chapman Oil Properties Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Jerel J. Hill, as Co-Trustee of the Chapman Oil Properties 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.

Given under my hand and seal of office this 17th day of August, 2021.



Sondra Foster
Notary Public in and for the State of TEXAS
My Commission Expires: 5-17-2024

INTEREST OWNER:
ESTATE OF CHARLES HARTWELL WILLIAMS

Dated this 11 day of June, 2021

By: (Signature) Louise Anne Williams Harper, Executor of the Estate of Charles H. Williams

By: (Printed Name) Louise Anne Williams Harper, Executor of the Estate of Charles Hartwell Williams

ACKNOWLEDGMENT

STATE OF Mississippi §

COUNTY OF Hinds §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Louise Anne Williams Harper, Executor of the Estate of Charles Hartwell Williams, 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 11th day of June, 2021.

Latasha Anderson-Rollins
Notary Public in and for the State of MS

My Commission Expires: August 2, 2021



INTEREST OWNER:
CHARLES LEE WRIGHT

Dated this 11 day of June, 2021

By: (Signature) Charles Wright

By: (Printed Name) Charles Lee Wright

ACKNOWLEDGMENT

STATE OF Mississippi §
§
COUNTY OF Leflore §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Charles Lee Wright**, 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 11 day of June, 2021.



Arista P. Quinn
Notary Public in and for the State of ms

My Commission Expires: 09/08/24

INTEREST OWNER:
CHERYL WRIGHT HARRIS

Dated this 14th day of June, 2021

By: (Signature) Cheryl Wright Harris

By: (Printed Name) Cheryl Wright Harris

ACKNOWLEDGMENT

STATE OF MS §
COUNTY OF Madison §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Cheryl Wright Harris, 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 14th day of June, 2021.

Amber P. May

Notary Public in and for the State of MS

My Commission Expires: Aug. 9, 2022



INTEREST OWNER:
COPPER CREEK ROYALTY, LLC

Dated this 6th day of July, 2021

By: (Signature) [Signature]

By: (Printed Name) Eric Freytag

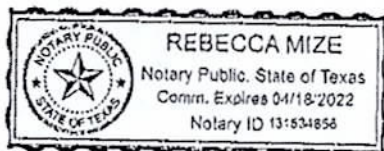
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of July, 2021,
by Eric Freytag, as Manager of Copper Creek Royalty, LLC, a
TX limited liability company, on behalf of said company.
(registered state)



R. Mize
Notary Public in and for the State of TX

My Commission Expires: 4/18/22

INTEREST OWNER:
DAVID ARMSTRONG

Dated this 18th day of JUNE, 2021

By: (Signature) Wal Armstrong

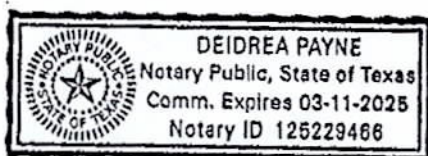
By: (Printed Name) David Armstrong

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WARR §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **David Armstrong**, 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 18 day of June, 2021.



Notary Public in and for the State of TX
My Commission Expires: 3/11/25

INTEREST OWNER:
DONNA CALDWELL PROPERTIES, LLC

Dated this 15 day of June, 2021

By: (Signature) Donna Caldwell

By: (Printed Name) Donna Caldwell

Title: Manager

ACKNOWLEDGMENT

STATE OF ARIZONA §

COUNTY OF Maricopa §

This instrument was acknowledged before me on this 15 day of June, 2021,
by Donna Caldwell, as Manager of Donna Caldwell Properties, LLC, a
Texas limited liability company, on behalf of said company.
(registered state)



Deborah Wistrom
Notary Public in and for the State of Arizona

My Commission Expires: July 31, 2024

**INTEREST OWNER:
DUNCAN MCLEOD FRAISER**

Dated this 29 day of June, 2021

By: (Signature) Dean M. Paul, Jr.

By: (Printed Name) Duncan McLeod Fraiser

ACKNOWLEDGMENT

STATE OF Florida §
§
COUNTY OF Okaloosa §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Duncan McLeod Fraiser**, 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 29th day of June, 2021.

Wendy Stevens
Notary Public, State of Florida
My Commission Expires 09/02/2023
Commission #GG 909682


 Notary Public in and for the State of Florida
 My Commission Expires: 9/2/2023

INTEREST OWNER:
ELLANE HERRING

Dated this 29th day of June, 2021

By: (Signature)

By: (Printed Name) Eliane Herring

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

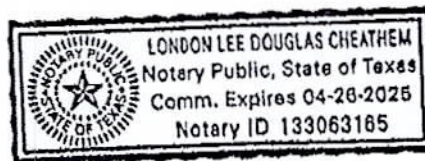
Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Eliane Herring**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein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

Given under my hand and seal of office this 29th day of June, 2021.

James Earl Ray

Notary Public in and for the State of Texas

My Commission Expires: 04/26/25



INTEREST OWNER:
ELIZABETH BASS ARMSTRONG

Dated this 17 day of June, 2021

By: (Signature) Elizabeth Bass Armstrong

By: (Printed Name) Elizabeth Bass Armstrong

ACKNOWLEDGMENT

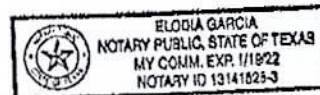
STATE OF Texas §
COUNTY OF Reeves §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Elizabeth Bass Armstrong, 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 17 day of June, 2021.

Elodia Garcia
Notary Public in and for the State of Texas

My Commission Expires: 1/19/22



INTEREST OWNER:
ELIZABETH SUTTON HARDWICK

Dated this 12 day of July, 2021

By: (Signature) [Signature]

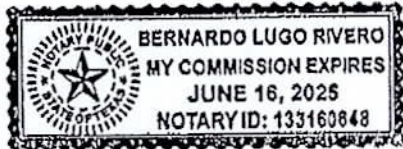
By: (Printed Name) Elizabeth Sutton Hardwick

ACKNOWLEDGMENT

STATE OF TX §
COUNTY OF S.BEND. §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Elizabeth Sutton Hardwick, 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 12 day of July, 2021.



[Signature]
Notary Public in and for the State of TX

My Commission Expires: June 16, 2025

INTEREST OWNER:
ELLEN HARDWICK ENRIGHT

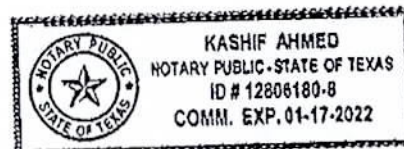
Dated this 25th day of June, 2021

By: (Signature) Ellen Enright

By: (Printed Name) Ellen Hardwick Enright

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Collin §



Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Ellen Hardwick Enright, 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 25th day of June, 2021.

[Signature]
Notary Public in and for the State of Texas

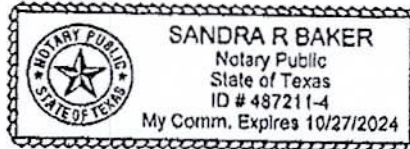
My Commission Expires: 1/17/2022

INTEREST OWNER:
FORD CHAPMAN MAYS, II

Dated this 27th day of SEPTEMBER, 2021

By: (Signature) Ford Chapman Mays, II

By: (Printed Name) Ford Chapman Mays, II



ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Gillespie §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Ford Chapman Mays, II**, 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 27th day of September, 2021.

Sandra R Baker

Notary Public in and for the State of Texas

My Commission Expires: 10-27-2024

INTEREST OWNER:
FORD CHAPMAN PROPERTIES LLC

Dated this 7 day of July, 2021

By: (Signature) Martha C. Fowler

By: (Printed Name) Martha C Fowler

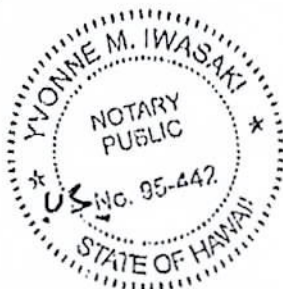
Title: Manager

ACKNOWLEDGMENT

STATE OF Hawaii §

COUNTY OF Mauai §

This instrument was acknowledged before me on this 7th day of July, 2021,
by Martha C Fowler, as Manager of Ford Chapman Properties LLC, a
Texas limited liability company, on behalf of said company.
(registered state)



Yvonne M. Iwasaki
Notary Public in and for the State of Hawaii
My Commission Expires: 10/16/2023

Document Date:	<u>7/6/21</u>	# Pages:	<u>6</u>
Notary Name:	YVONNE M. IWASAKI, Second Circuit		
Doc. Description:	<u>Production Sharing Agreement</u>		
	<u>For Multi-Section Horizontal Wellbore</u>		
Notary Signature:	<u>Yvonne M. Iwasaki</u>	Date:	<u>7/6/2021</u>
My Commission Expires: <u>October 16, 2023</u>			

Production Sharing Agreement – State Lookouts 12-16-17 Unit Sharing Area
Section 12, Blk C-20, PSL Survey, and Sections 16 and 17, Blk 2, H&GN RR Co. Survey, Reeves Co., TX

INTEREST OWNER:
FORD SMITH WILLIAMS, JR.

Dated this 19th day of July, 2021

By: (Signature) Jord Smith Williams, Jr.

By: (Printed Name) Ford Smith Williams, Jr.

ACKNOWLEDGMENT

STATE OF TN §
COUNTY OF Shelby §
§

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Ford Smith Williams, 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 19 day of July, 2021.




 Notary Public in and for the State of TN
 My Commission Expires: May 6, 2023

INTEREST OWNER:
FRED HERRING, LTD.

Dated this 20th day of July, 2021

By: (Signature) Neil De

By: (Printed Name) Fred Deen Herrington

Title: General Partner

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Harris

This instrument was acknowledged before me on this 20 day of July, 2021,
by Fred Dean Herring as General Partner of Fred Herring, Ltd., a Texas (registered state)
limited company, on behalf of said company.

Putnam's

puta de arbi la

Kellye Ham

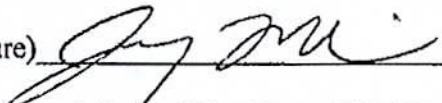
Notary Public in and for the State of Texas

My Commission Expires: 03-21-2023



INTEREST OWNER:
HATCH ROYALTY LLC

Dated this 8th day of JULY, 2021

By: (Signature) 

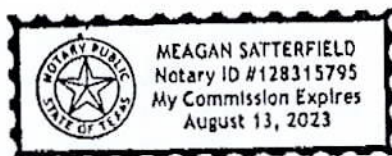
By: (Printed Name) James Murchison, Chief Executive Officer

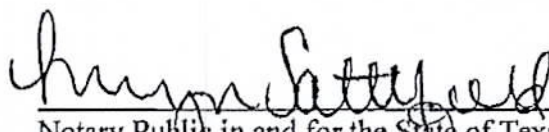
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8th day of JULY, 2021, by James Murchison, Chief Executive Officer of Hatch Royalty LLC, a DELAWARE limited liability company, on behalf of said company. (registered state)




Notary Public in and for the State of Texas

My Commission Expires: August 13, 2023

INTEREST OWNER:
HEATHER ANNE POTTS

Dated this 15 day of June, 2021

By: (Signature) Heather Anne Potts

By: (Printed Name) Heather Anne Potts

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Ector §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Heather Anne Potts, 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 15 day of June, 2021.



Diana M. Ornelas
Notary Public in and for the State of Texas
My Commission Expires: 03/02/2025

INTEREST OWNER:

HELEN MARGARET HARMAN (A MINOR)

Dated this 18 day of June, 2021

By: (Signature) [Signature] for Helen M. Harman

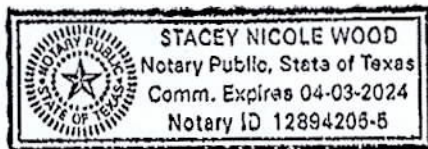
By: (Printed Name) Emily M. Harman, Custodian for Helen Margaret Harman (a minor)

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Brewster §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Emily M. Harman, Custodian for Helen Margaret Harman (a minor), 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 18th day of June, 2021.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 4-3-2024

INTEREST OWNER:
JAMES RANDOLPH COOK

Dated this 10th day of June, 2021

By: (Signature) James Randolph Cook

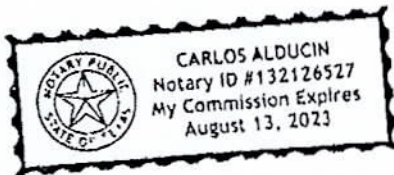
By: (Printed Name) James Randolph Cook

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Fort Bend §
§

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared James Randolph Cook, 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 10th day of June, 2021



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: August 13, 2023

INTEREST OWNER:
JEFFERY LEE COLE, III

Dated this 21 day of JUNE, 2021

By: (Signature) Jeffery Lee Cole III

By: (Printed Name) Jeffery Lee Cole, III

ACKNOWLEDGMENT

STATE OF GEORGIA §
§
COUNTY OF FULTON §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Jeffery Lee Cole, III**, 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 21 day of JUNE, 2021.

James R. Crossley
Notary Public in and for the State of GEORGIA

My Commission Expires: 10 JULY 2023



INTEREST OWNER:
JOSEPHINE CLAY COLE LAPOSATA

Dated this 24 day of June, 2021

By: (Signature)

Josephine Clay Cole Laposata

By: (Printed Name) Josephine Clay Cole Laposata

ACKNOWLEDGMENT

STATE OF Virginia §
City §
COUNTY OF Chesapeake §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Josephine Clay Cole Laposata, 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 24 day of June, 2021.



Ginja Collier-Owens

Notary Public in and for the State of Virginia

My Commission Expires: 09/30/2021

INTEREST OWNER:
KATHRYN NELL HARRISON

Dated this 24th day of NOVEMBER, 2021

By: (Signature) Kathryn Nell Harrison

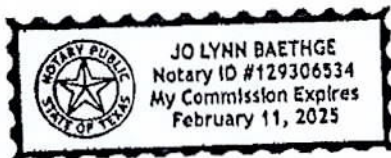
By: (Printed Name) Kathryn Nell Harrison

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Kathryn Nell Harrison, 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 24th day of NOVEMBER, 2021.



Jo Lynn Baethge
Notary Public in and for the State of Texas

My Commission Expires: 2/11/2025

INTEREST OWNER:
LAFAYETTE BROWN HERRING, III

Dated this 25 day of June, 2021

By: (Signature) Lafayette Brown Herring, III

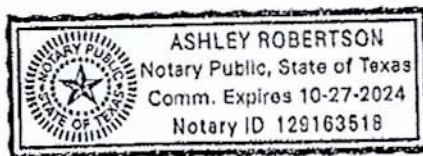
By: (Printed Name) Lafayette Brown Herring, III

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Harris §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Lafayette Brown Herring, III**, 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 25 day of June, 2021.



Ashley Robertson
Notary Public in and for the State of Texas
My Commission Expires: 10/27/2024

INTEREST OWNER:
LOUISE ANNE WILLIAMS HARPER

Dated this 11 day of June, 2021

By: (Signature) Theresa Williams Harper

By: (Printed Name) Louise Anne Williams Harper

ACKNOWLEDGMENT

STATE OF Mississippi §
COUNTY OF Hind §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Louise Anne Williams Harper**, 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 11th day of June, 2021.

Tatasha Anderson-Roller
Notary Public in and for the State of MS

My Commission Expires: August 2, 2021



INTEREST OWNER:
MARGARET BRISTER SHIPLEY

Dated this 9th day of July, 2021

By: (Signature) Margaret Brister Shipley

By: (Printed Name) Margaret Brister Shipley

ACKNOWLEDGMENT

STATE OF MS §
§
COUNTY OF Jefferson §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Margaret Brister Shipley**, 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 9th day of July, 2021.



Maile Hooke
Notary Public in and for the State of MS
My Commission Expires: 5-31-2023

INTEREST OWNER:
MARILYN M. WILLIAMS

Dated this 14 day of June, 2021

By: (Signature) Marilyn M. Williams

By: (Printed Name) Marilyn M. Williams

ACKNOWLEDGMENT

STATE OF MS §
COUNTY OF DeSoto §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Marilyn M. Williams, 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 14th day of June, 2021.



Sandra K Hayes
Notary Public in and for the State of MS

My Commission Expires: Aug 05, 2022

INTEREST OWNER:
MARK NETTLES HARDWICK

Dated this 11 day of June, 2021

By: (Signature) Mark Nettles Hardwick

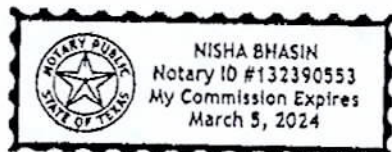
By: (Printed Name) Mark Nettles Hardwick

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Mark Nettles Hardwick, 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 11th day of June, 2021.



Nisha Bhasin
Notary Public in and for the State of Texas
My Commission Expires: March 5th 2024

INTEREST OWNER:
MARTHA ESTHER BYRD

Dated this 28 day of July, 2021

By: (Signature) Martha E Byrd

By: (Printed Name) Martha Esther Byrd

ACKNOWLEDGMENT

STATE OF Louisiana §
§
COUNTY OF Jefferson §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Martha Esther Byrd, 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 28 day of July, 2021.

CR
Notary Public in and for the State of Louisiana

My Commission Expires: At Death



INTEREST OWNER:

THE MARY SUTTON ANDERSON TRUST CREATED U/T/A DATED NOVEMBER 5, 2015

Dated this 25 day of May, 2021

By: (Signature) Mary Sutton Anderson

By: (Printed Name) Mary Sutton Anderson, Trustee of The Mary Sutton Anderson Trust created u/t/a dated November 5, 2015

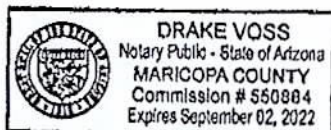
Mary Sutton Anderson

ACKNOWLEDGMENT

STATE OF Arizona §
§
COUNTY OF Maricopa §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Mary Sutton Anderson, Trustee of The Mary Sutton Anderson Trust created u/t/a dated November 5, 2015, 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 25th day of June, 2021.



[Signature]
Notary Public in and for the State of Arizona

My Commission Expires: 9/2/22

INTEREST OWNER:
MATTHEW LYNN GIERHART

Dated this 9 day of December, 2021

By: (Signature) *Matthew Lynn Gierhart*

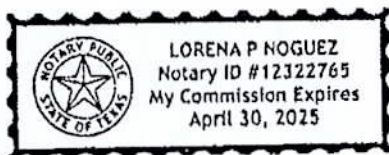
By: (Printed Name) Matthew Lynn Gierhart

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 **Matthew Lynn Gierhart**, 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 9 day of December, 2021.



Lorena P. Noguez
Notary Public in and for the State of Texas.
My Commission Expires: 04.30.2025

INTEREST OWNER:
MELANIE H. HEMPE

Dated this 14 day of June, 2021

By: (Signature) Melanie H. Hempe

By: (Printed Name) Melanie H. Hempe

ACKNOWLEDGMENT

STATE OF NC §
COUNTY OF Cabarrus §
§

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Melanie H. Hempe**, 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 14 day of June, 2021.



Jennifer L. Lockwood
Notary Public in and for the State of NC

My Commission Expires: May 28, 2022

INTEREST OWNER:
MELVIN W. DAILEY

Dated this 13th day of June, 2021

By: (Signature) Melvin W. Dailey

By: (Printed Name) Melvin W. Dailey

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Melvin W. Dailey, 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 13th day of JUNE, 2021.

Dom W. Matcett

Notary Public in and for the State of TEXAS

My Commission Expires



INTEREST OWNER:
MICHAEL ANDERSON HARRISON

Dated this 23 day of November, 2021

By: (Signature) [Signature]

By: (Printed Name) Michael Anderson Harrison

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Michael Anderson Harrison, 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 23rd day of November, 2021.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 10/17/2023

INTEREST OWNER:
MOMENTUM MINERALS OPERATING, LP

Dated this 10th day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) Kevin Lorenzen

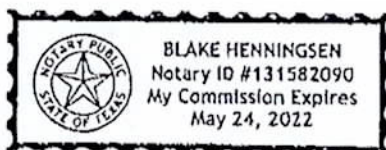
Title: CO-CEO

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on this 10th day of June, 2021,
by Kevin Lorenzen, as Co-CEO of Momentum Minerals Operating, LP, a
Delaware limited partnership, in their capacity on behalf of said partnership.
(registered state)



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: May 24, 2022

INTEREST OWNER:
NANCY LOUISE GIERHART

Dated this 11 day of June, 2021

By: (Signature) [Signature]

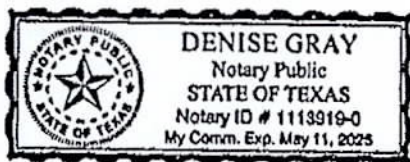
By: (Printed Name) Nancy Louise Gierhart

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Denton §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Nancy Louise Gierhart, 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 11 day of June, 2021.



Notary Public in and for the State of Texas

My Commission Expires: 5/11/2025

INTEREST OWNER:
NEBO PLANTATION, LLC

Dated this 2 day of July, 2021

By: (Signature) Robert S. Cole Katherine Cole James P Cole

By: (Printed Name) Robert S. Cole Katherine Cole James P Cole

Title: Owner-Manager Owner-Manager Owner-Manager

ACKNOWLEDGMENT

STATE OF Mississippi §

COUNTY OF Leflore §

This instrument was acknowledged before me on this 2 day of July, 2021,
by Katherine P Cole James P Cole Owner/Manager of Nebo Plantation, LLC, a Mississippi
limited liability company, on behalf of said company. (registered state)



[Signature]
Notary Public in and for the State of Mississippi

My Commission Expires: 8/10/24

INTEREST OWNER:
OLIVIA HOLLAND KERNEKIN

Dated this 29 day of June, 2021

By: (Signature) Olinia Kumbi

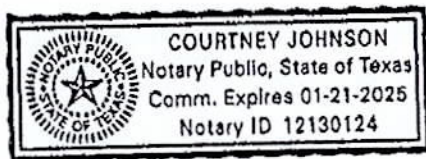
By: (Printed Name) Olivia Holland Kernekin

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 **Olivia Holland Kernelin**, 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 29th day of June, 2021.



Country: Spain
Notary Public in and for the State of Texas
My Commission Expires: 01/21/2025

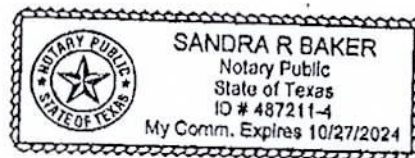
INTEREST OWNER:
PECOS VALLEY PETROLEUM COMPANY

Dated this 27th day of SEPTEMBER, 2021

By: (Signature) Ford C. Mays, II

By: (Printed Name) FORD C. MAYS, II

Title: PRESIDENT



ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this 27th day of September, 2021, by Ford C. Mays II, as President of Pecos Valley Petroleum Company, a Texas company, on behalf of said company.
(registered state)

Sandra R Baker

Notary Public in and for the State of Texas

My Commission Expires: 10-27-2024

INTEREST OWNER:
POWDER RIVER MINERAL PARTNERS, LLC

Dated this 31st day of August, 2021

By: (Signature) [Signature]

By: (Printed Name) Will Boone

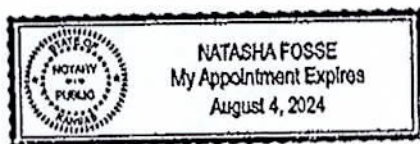
Title: Member

ACKNOWLEDGMENT

STATE OF Kansas §

COUNTY OF Sedgwick §

This instrument was acknowledged before me on this 31st day of August, 2021,
by Will Boone, as Member of Powder River Mineral Partners, LLC, a
Kansas limited liability company, on behalf of said company.
(registered state)



Natasha Fosse
Notary Public in and for the State of Kansas

My Commission Expires: August 4, 2024

INTEREST OWNER:
RALPH N. JONES, JR.

Dated this 18 day of JUNE, 2021

By: (Signature) Ralph N. Jones, Jr.

By: (Printed Name) Ralph N. Jones, Jr.

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA §
§
COUNTY OF YORK §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Ralph N. Jones, 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 18 day of JUNE, 2021.



Thomas E. Setzler II

Notary Public in and for the State of SOUTH CAROLINA

My Commission Expires: 4-24-28

INTEREST OWNER:
ROBBINS FAMILY MINERALS, LP

Dated this 15 day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) William B. Robbins

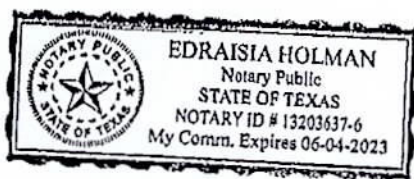
Title: Manager

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on this 15 day of June, 2021,
by William B. Robbins, as Manager of Robbins Family Minerals, LP, a
Texas limited partnership, in their capacity on behalf of said partnership.
(registered state)



Edraisia Holman

Notary Public in and for the State of Texas

My Commission Expires: 06.04.2023

INTEREST OWNER:
ROBIN LOUISE MORRISON

Dated this 2 day of July, 2021

By: (Signature) Robin Morrison

By: (Printed Name) Robin Louise Morrison

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

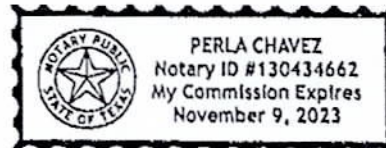
Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Robin Louise Morrison, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration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

Given under my hand and seal of office this 2nd day of July, 2021.

Perla Chavez

Notary Public in and for the State of Texas

My Commission Expires: 11/9/2023



INTEREST OWNER:
ROY E. KIMSEY, JR. DESCENDANT'S TRUST

Dated this 28 day of June, 2021

By: (Signature) [Signature]

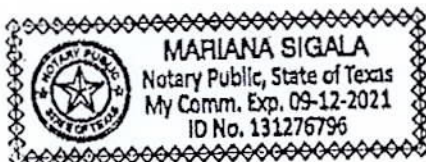
By: (Printed Name) ^W Kristen Kimsey Dejeese, Trustee of the Roy E. Kimsey, Jr. Descendant's Trust

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Tarrant §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared ^W **Kristen Kimsey Dejeese, Trustee of the Roy E. Kimsey, Jr. Descendant's 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.

Given under my hand and seal of office this 28 day of June, 2021.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 09/12/2021

INTEREST OWNER:
SACRED HEART CATHOLIC CHURCH

Dated this 30th day of June, 2021

By: (Signature) Rev. Justin S. Bram

By: (Printed Name) Rev. Justin S. Bram as Pastor of Sacred Heart Catholic Church

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Bowie §

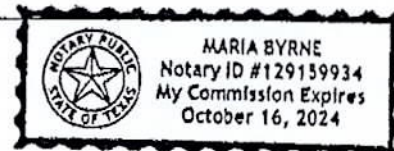
Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Rev. Justin S. Bram as Pastor of Sacred Heart Catholic Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of June, 2021.

Maria Byrne

Notary Public in and for the State of Texas

My Commission Expires:



INTEREST OWNER:
SARAH HARDWICK BELL

Dated this 23 day of June, 2021

By: (Signature) Sarah Hardwick Bell

By: (Printed Name) Sarah Hardwick Bell

ACKNOWLEDGMENT

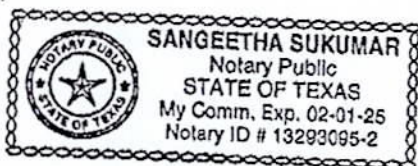
STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Sarah Hardwick Bell**, 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 23 day of JUNE, 2021.

Sangeetha Sukumar
Notary Public in and for the State of TEXAS

My Commission Expires: 02-01-25



INTEREST OWNER:
SILVER SPUR RESOURCES, LLC

Dated this 16th day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) Michael Holdorn

Title: President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 16th day of June, 2021,
by Michael Holdorn, as President of Silver Spur Resources, LLC, a
Texas limited liability company, on behalf of said company.
(registered state)

Gwendy Tapia Finks
Notary Public in and for the State of Texas

My Commission Expires: 10.25.2022



INTEREST OWNER:
ST. EDWARDS CATHOLIC CHURCH

Dated this 17 day of JUNE, 2021

By: (Signature) Anthony B. Taylor

By: (Printed Name) Anthony B. Taylor, Bishop ^{For} St. Edwards Catholic Church
Roman Catholic Diocese of Little Rock

ACKNOWLEDGMENT

STATE OF Arkansas §

COUNTY OF Pulaski §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Anthony B. Taylor, Bishop ^{For} St. Edwards Catholic Church, 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 17th day of June, 2021.



Maria Velazquez
Notary Public in and for the State of Arkansas

My Commission Expires: 1/15/2030

INTEREST OWNER:
TILDEN CAPITAL MINERALS, LLC

Dated this 11 day of June, 2021

By: (Signature) [Signature]

By: (Printed Name) Tyler Leon

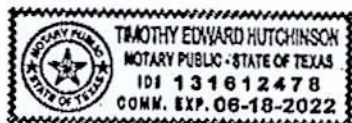
Title: Member

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 11 day of June, 2021,
by Tyler Leon, as Member of Tilden Capital Minerals, LLC, a
Texas limited liability company, on behalf of said company.
(registered state)



[Signature]

Notary Public in and for the State of Texas

My Commission Expires: 6/18/22

INTEREST OWNER:
TONI CAROL PURCELL

Dated this 22 day of July, 2021

By: (Signature) Toni Carol Purcell

By: (Printed Name) Toni Carol Purcell

ACKNOWLEDGMENT

STATE OF Alabama §
COUNTY OF Jefferson §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Toni Carol Purcell, 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 22 day of July, 2021.

Tham Wade Allen
Notary Public in and for the State of Alabama
MY COMMISSION EXPIRES
My Commission Expires: 02-25-2025



INTEREST OWNER:
URBANA LEE ARMSTRONG

Dated this 28th day of June, 2021

By: (Signature) Urbana Lee Armstrong

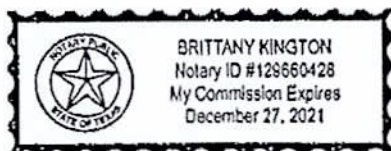
By: (Printed Name) Urbana Lee Armstrong

ACKNOWLEDGMENT

STATE OF Recess §
COUNTY OF County §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Urbana Lee Armstrong**, 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 28 day of June, 2021.



Burtany King
Notary Public in and for the State of Texas

My Commission Expires: December 27, 2021

INTEREST OWNER:
WELDON SCOTT ARMSTRONG, JR.

Dated this 19 day of June, 2021

By: (Signature) [Signature]

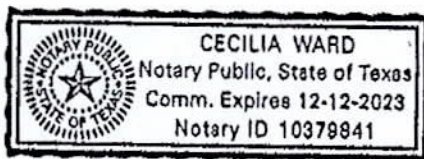
By: (Printed Name) Weldon Scott Armstrong, Jr.

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Reeves §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared **Weldon Scott Armstrong, 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 19th day of June, 2021.



Cecilia Ward
Notary Public in and for the State of Texas
My Commission Expires: 12-12-2023

INTEREST OWNER:
WILLIAM CHADWICK WOOD

Dated this 17th day of JUNE, 2021

By: (Signature) William Chadwick Wood

By: (Printed Name) William Chadwick Wood

ACKNOWLEDGMENT

STATE OF NC §
COUNTY OF Pitt §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared William Chadwick Wood, 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 17th day of June, 2021.



Amber B Hardee
Notary Public in and for the State of NC

My Commission Expires: 4/29/25

INTEREST OWNER:
WILLIAM ROGERS MAYS, JR.

Dated this 15 day of June, 2021

By: (Signature) William Rogers Mays Jr

By: (Printed Name) William Rogers Mays, Jr.

WILLIAM ROGERS MAYS JR

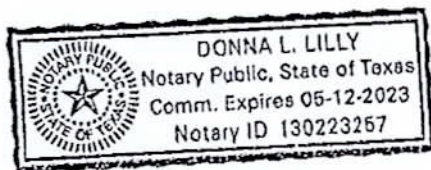
ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Gillespie §

Before me, the undersigned, a Notary Public in and for said county and state, on this day personally appeared William Rogers Mays, 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 15 day of June, 2021.

Donna Lilly
Notary Public in and for the State of Texas
My Commission Expires: 05/12/2023



INTEREST OWNER:

W.O. HARRISON, JR. FAMILY LP

Dated this 23rd day of November, 2021By: (Signature) Lynn J. Cates, Manager

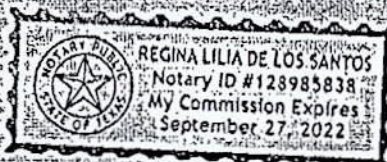
By: (Printed Name) BH Family GP, LLC, its General Partner, by Lynn J. Cates, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 23rd day of November, 2021,
by Lynn J. Cates as Manager of BH Family GP, LLC, General Partner of W.O. Harrison, Jr. Family LP,
a Texas limited partnership, in its capacity on behalf of said partnership.

Regina Lilia De los Santos

Notary Public in and for the State of Texas

My Commission Expires: September 27, 2022

Production Sharing Agreement - State Lookouts 12-16-17 Unit Sharing Area
Section 12, Blk C-20, PSL Survey, and Sections 16 and 17, Blk 2, H&GN RR Co. Survey, Reeves Co., TX

INTEREST OWNER:
WOLFCAMP ROYALTY PARTNERS IV, LLC

Dated this 16th day of June, 2021

By: (Signature) *Thomas Thacker*

By: (Printed Name) Thomas Thacker

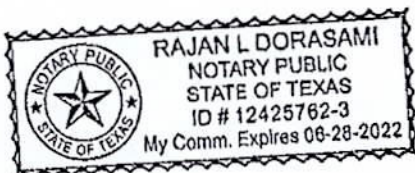
Title: Manager

ACKNOWLEDGMENT

STATE OF TX §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 16 day of June, 2021,
by Thomas Thacker, as Manager of Wolfcamp Royalty Partners IV, LLC, a
TX limited liability company, on behalf of said company.
(registered state)



[Signature]
Notary Public in and for the State of TX

My Commission Expires: 06/28/2022

EXHIBIT "A"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. Lessor: State of Texas, acting by and through its agents, Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison
 Lessee: Cimarex Energy Co.
 GLO Lease No.: MF-111990
 Date: July 1, 2010
 Recording: Volume 860, Page 766, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 12, Block C-20, Abstract 3597, PSL Survey, Reeves County, Texas, containing 574.00 acres, more or less

2. Lessor: Michael Anderson Harrison, William Henry Oliver Harrison, Jr., and Kathryn Nell Harrison
 Lessee: Cimarex Energy Co.
 Date: July 1, 2010
 Recording: Volume 862, Page 677 (Memorandum), as extended in Volume 994, Page 270, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 16, Block 2, Abstract 4344, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

3. Lessor: Mary Winter Anderson
 Lessee: Cimarex Energy Co.
 Date: June 30, 2010
 Recording: Volume 847, Page 451, as amended in Volume 991, Page 749, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

4. Lessor: Ford Chapman Mays
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 411, as amended in Volume 991, Page 753, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

5. Lessor: James Chapman Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 414, as amended in Volume 994, Page 260, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
6. Lessor: William Rogers Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 417, as amended in Volume 991, Page 757, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
7. Lessor: Robert Chapman Mays
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 420, as amended in Volume 989, Page 560, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
8. Lessor: Ara C. Barns (a/k/a Ara C. Barnes) (a/k/a Ginger Barnes)
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 423, as amended in Volume 989, Page 540, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
9. Lessor: William Roy Caldwell
Lessee: Cimarex Energy Co.
Date: July 15, 2010
Recording: Volume 847, Page 426, as amended in Volume 991, Page 755, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

10. Lessor: Mary Ellen Hill (a/k/a M'Ellen Hill) and Jerel Johnston Hill, Co
 Trustees of the Chapman Oil Properties Trust
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 432, as amended in Volume 991, Page 745,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
11. Lessor: Sarah Eliza Chapman Hardwick
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 435, as amended in Volume 991, Page 743,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
12. Lessor: Jean Burwell Chapman
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 429, as amended in Volume 991, Page 759, as
 amended in Volume 994, Page 244, Official Public Records of
 Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
13. Lessor: James Chapman Mays
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 438, as amended in Volume 998, Page 571,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement
14. Lessor: Martha Scott Chapman Fowler, individually, and as Trustee of the
 Martha Chapman Fowler Trust
 Lessee: Cimarex Energy Co.
 Date: July 15, 2010
 Recording: Volume 847, Page 446, as amended in Volume 1000, Page 365,
 Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,
 Reeves County, Texas, containing 636.14 acres, more or less, and
 additional lands not subject to this agreement

additional lands not subject to this agreement

15. Lessor: Marilyn Williams
 Lessee: Cimarex Energy Co.
 Date: July 23, 2010
 Recording: Volume 851, Page 153, as extended in Volume 994, Page 265, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

16. Lessor: Linda M. Conger
 Lessee: Cimarex Energy Co.
 Date: July 23, 2010
 Recording: Volume 851, Page 155, as extended in Volume 994, Page 266, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

17. Lessor: Beverly Boyd Bahakel
 Lessee: Cimarex Energy Co.
 Date: August 24, 2010
 Recording: Volume 852, Page 812, as extended in Volume 998, Page 584, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

18. Lessor: James A. Boyd, Jr.
 Lessee: Cimarex Energy Co.
 Date: August 27, 2010
 Recording: Volume 854, Page 263, as extended in Volume 998, Page 585, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

19. Lessor: Grace Parker McShan
 Lessee: Cimarex Energy Co.
 Date: September 28, 2010
 Recording: Volume 855, Page 533, as extended in Volume 1000, Page 361, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

20. Lessor: Riley C. Cole
 Lessee: Cimarex Energy Co.
 Date: September 28, 2010
 Recording: Volume 858, Page 439, as extended in Volume 1000, Page 362,

- Legal Description: Official Public Records of Reeves County, Texas
All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
21. Lessor: J.P. Cole, Jr., by Ruby Cole, as Attorney-in-Fact
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 442, as extended in Volume 1000, Page 367, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
22. Lessor: Suzette Parker Oleksyk
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 858, Page 692, as extended in Volume 1000, Page 358, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
23. Lessor: Henry Y. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 442, as extended in Volume 1002, Page 68, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
24. Lessor: Duncan M. Fraiser
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 856, Page 448, as extended in Volume 1002, Page 70, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
25. Lessor: Lenora F. Smith
Lessee: Cimarex Energy Co.
Date: October 5, 2010
Recording: Volume 859, Page 48, as extended in Volume 1002, Page 65, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
26. Lessor: Emily Fowler Omura
Lessee: Cimarex Energy Co.

- Date: October 6, 2010
 Recording: Volume 858, Page 215, as extended in Volume 1002, Page 64, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
27. Lessor: Alice G. Byrd
 Lessee: Cimarex Energy Co.
 Date: October 6, 2010
 Recording: Volume 858, Page 436, as extended in Volume 1002, Page 67, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
28. Lessor: Yandell Fraiser Shipley
 Lessee: Cimarex Energy Co.
 Date: October 6, 2010
 Recording: Volume 858, Page 445, as extended in Volume 1002, Page 77, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
29. Lessor: Ellen F. Farley
 Lessee: Cimarex Energy Co.
 Date: October 6, 2010
 Recording: Volume 858, Page 462, as extended in Volume 1002, Page 73, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
30. Lessor: R.N. Jones, Jr.
 Lessee: Cimarex Energy Co.
 Date: October 6, 2010
 Recording: Volume 858, Page 459, as extended in Volume 1002, Page 75, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
31. Lessor: William Myers Hunter Jones
 Lessee: Cimarex Energy Co.
 Date: October 11, 2010
 Recording: Volume 858, Page 465, as extended in Volume 1002, Page 74, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

32. Lessor: Wriston Jones
 Lessee: Cimarex Energy Co.
 Date: October 11, 2010
 Recording: Volume 858, Page 686, as extended in Volume 1002, Page 76, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
33. Lessor: Katherine H. Hill and Dale L. Hill, Co-Trustees of the Hill Family Revocable Trust
 Lessee: Cimarex Energy Co.
 Date: October 21, 2010
 Recording: Volume 858, Page 421, as extended in Volume 1002, Page 71, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
34. Lessor: Wayne R. Dean
 Lessee: Cimarex Energy Co.
 Date: October 21, 2010
 Recording: Volume 858, Page 689, as extended in Volume 1002, Page 69, as extended in Volume 1005, Page 492, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
35. Lessor: Melissa Ann Shepard Crutchfield
 Lessee: Cimarex Energy Co.
 Date: October 22, 2010
 Recording: Volume 860, Page 582, as extended in Volume 1002, Page 72, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
36. Lessor: James Boyd McIntyre
 Lessee: Cimarex Energy Co.
 Date: November 9, 2010
 Recording: Volume 860, Page 579, as extended in Volume 1008, Page 405, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
37. Lessor: Margaret Brister Shipley
 Lessee: Cimarex Energy Co.
 Date: November 15, 2010
 Recording: Volume 861, Page 459, as extended in Volume 1008, Page 404,

- Legal Description: Official Public Records of Reeves County, Texas
All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
38. Lessor: Jacquelyn H. Cunningham
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 863, Page 154, as extended in Volume 1008, Page 408, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
39. Lessor: Stephen McIntyre, individually and as Remainderman to the Life Estate of Emma Jean Myers McIntyre, and Emma Jean Myers McIntyre as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 865, Page 167, as extended in Volume 1008, Page 409, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
40. Lessor: Cheryl Wright Harris
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 868, Page 126, as extended in Volume 1015, Page 430, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
41. Lessor: Charles L. Wright
Lessee: Cimarex Energy Co.
Date: January 26, 2011
Recording: Volume 870, Page 246, as extended in Volume 1015, Page 431, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
42. Lessor: James Rogers Nichols
Lessee: Cimarex Energy Co.
Date: June 5, 2013
Recording: Volume 1010, Page 674, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement

43. Lessor: Ernestine Purcell Korach (a/k/a Tina Purcell Korach)
 Lessee: Cimarex Energy Co.
 Date: June 5, 2013
 Recording: Volume 1015, Page 400, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less, and additional lands not subject to this agreement
44. Lessor: Patsy Harris Wood
 Lessee: Cimarex Energy Co.
 Date: April 17, 2014
 Recording: Volume 1090, Page 329, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
45. Lessor: William H. Wood
 Lessee: Cimarex Energy Co.
 Date: April 17, 2014
 Recording: Volume 1090, Page 333, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
46. Lessor: William C. Wood, M.D.
 Lessee: Cimarex Energy Co.
 Date: May 28, 2014
 Recording: Volume 1086, Page 649, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
47. Lessor: Anthony B. Taylor, as Bishop of the Roman Catholic Diocese of Little Rock, a corp. sole, for the benefit of St. Edwards Church
 Lessee: Cimarex Energy Co.
 Date: August 8, 2014
 Recording: Volume 1107, Page 719, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
48. Lessor: Sacred Heart Church
 Lessee: Cimarex Energy Co.
 Date: August 8, 2014

- Recording: Volume 1107, Page 732, Official Public Records of Reeves County, Texas
- Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
49. Lessor: A.H. Ritter, Jr. (a/k/a Tex Ritter)
 Lessee: Cimarex Energy Co.
 Date: August 12, 2014
 Recording: Volume 1104, Page 395, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
50. Lessor: Kathryn Decell Gabbert
 Lessee: Cimarex Energy Co.
 Date: August 15, 2014
 Recording: Volume 1107, Page 730, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
51. Lessor: Weldon Scott Armstrong, Jr., John Cole Armstrong, and David Armstrong
 Lessee: Cimarex Energy Co.
 Date: September 1, 2014
 Recording: Volume 1190, Page 685, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
52. Lessor: Steve F. Armstrong, Trustee of The Armstrong M&L Trust
 Lessee: Cimarex Energy Co.
 Date: September 1, 2014
 Recording: Volume 1190, Page 689 (Memorandum), Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
53. Lessor: Keith Malcolm Scott
 Lessee: Cimarex Energy Co.
 Date: September 2, 2014
 Recording: Volume 1107, Page 707, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

54. Lessor: Kenneth Michael Scott
 Lessee: Cimarex Energy Co.
 Date: September 2, 2014
 Recording: Volume 1206, Page 606, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
55. Lessor: Tutwiler Clinic
 Lessee: Cimarex Energy Co.
 Date: September 8, 2014
 Recording: Volume 1107, Page 716, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
56. Lessor: St. Francis Center
 Lessee: Cimarex Energy Co.
 Date: September 8, 2014
 Recording: Volume 1107, Page 721, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
57. Lessor: Pax Christi, Pious Union
 Lessee: Cimarex Energy Co.
 Date: September 8, 2014
 Recording: Volume 1107, Page 724, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
58. Lessor: St. Francis Missions – Franciscan Fathers
 Lessee: Cimarex Energy Co.
 Date: September 8, 2014
 Recording: Volume 1120, Page 359, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
59. Lessor: Mary Anne Decell Sprangel
 Lessee: Cimarex Energy Co.
 Date: September 9, 2014
 Recording: Volume 1107, Page 727, Official Public Records of Reeves County, Texas
 Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey,

Reeves County, Texas, containing 636.14 acres, more or less

60. Lessor: Urbana Lee Armstrong and Amanda Armstrong Kington
Lessee: Cimarex Energy Co.
Date: September 27, 2014
Recording: Volume 1172, Page 73, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
61. Lessor: Stephanie Jones Petit
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 856, Page 74, as extended in Volume 1000, Page 360, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
62. Lessor: Clayton Jones
Lessee: Cimarex Energy Co.
Date: September 28, 2010
Recording: Volume 855, Page 530, as extended in Volume 1000, Page 359, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
63. Lessor: Jane Beebe Jones, Elizabeth Wilder Jones, Sara Evans Jones, Benjamin Lafayette Jones, and William Vorhies Jones, individually, and as Remaindermen to the Life Estate of Sara Evans Jones, and Sara Evans Jones as Life Tenant
Lessee: Cimarex Energy Co.
Date: December 2, 2010
Recording: Volume 884, Page 631, as extended in Volume 1032, Page 426, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less
64. Lessor: Melissa Ann Shepard Crutchfield
Lessee: Cimarex Energy Co.
Date: November 17, 2014
Recording: Volume 1129, Page 41, Official Public Records of Reeves County, Texas
Legal Description: All of Section 17, Block 2, Abstract 370, H&GN RR Co. Survey, Reeves County, Texas, containing 636.14 acres, more or less

NON-PARTICIPATING ROYALTY INTEREST(S) , NON-EXECUTIVE MINERAL INTEREST(S), OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

POOLED UNIT:

1. Unit Name: Judith 2-16 Unit (a 779.80 acre oil and gas unit)
GLO Unit No.: 6665
Operator: Cimarex Energy Co.
Effective Date: February 13, 2014
Legal Description: All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration, containing 779.80 acres, more or less

Recording: Volume 1054, Page 386, as ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas

END OF EXHIBIT "B"

EXHIBIT "C"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area – Cimarex Energy Co., Operator

DESCRIPTION OF LANDS:

- TRACT 1:** All of Section 16, Block 2, H&GN RR Co. Survey, and that specified portion of Section 12, Block C-20, PSL Survey, Reeves Co., Texas, more fully described in the Declaration of Pooled Unit for the Judith 2-16 Unit recorded at Volume 1054, Page 386, and ratified in Volume 1090, Page 322, Official Public Records of Reeves County, Texas, containing 779.80 acres, more or less
- TRACT 2:** All of Section 17, Block 2, H&GN RR Co. Survey, Abstract 370, Reeves County, Texas, containing 636.80 acres, more or less;

END OF EXHIBIT "C"

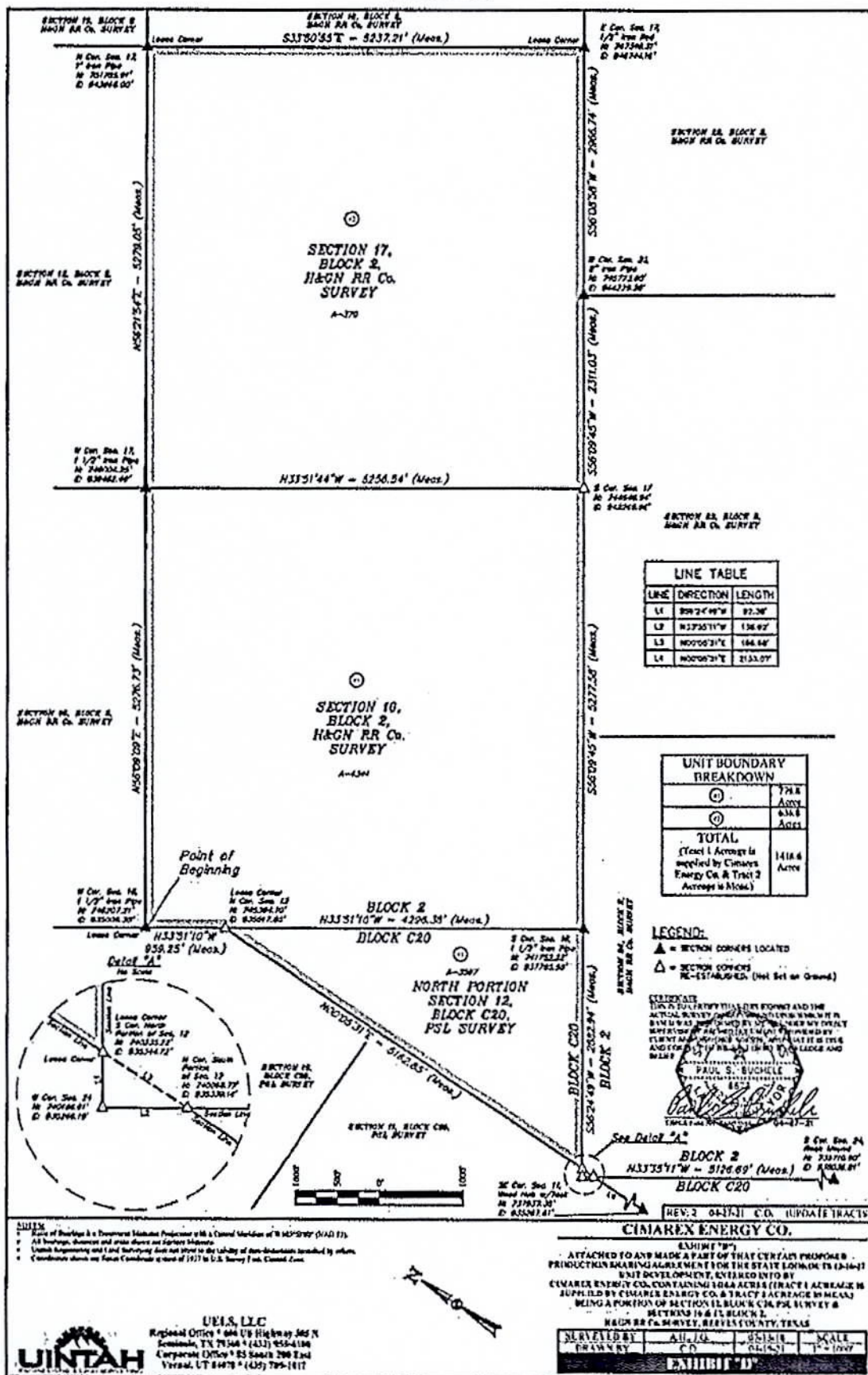


EXHIBIT "E"

Attached to and made a part of that certain Production Sharing Agreement for Multi-Section Horizontal Wells for the State Lookouts 12-16-17 Unit Sharing Area - Cimarex Energy Co., Operator



UELS, LLC
Regional Office * 638 US Hwy 385 N
Bemonte, TX 79306 * (432) 955-8100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TOLR Firm No. 10193864
www.uinlahgroup.com

**EXHIBIT "E";
AND ATTACHED TO AND MADE A PART
OF THAT CERTAIN PROPOSED PRODUCTION SHARING AGREEMENT FOR THE
STATE LOOKOUTS 12-16-17 UNIT DEVELOPMENT, ENTERED INTO BY
CIMAREX ENERGY CO., CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS
SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.)
BEING A PORTION OF SECTION 12, BLOCK C20, PSL SURVEY &
SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS**

BEING A 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX
ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) UNIT, MORE OR LESS, AND BEING A
PORTION OF SECTION 12, BLOCK C20, PSL SURVEY & SECTIONS 16 & 17, BLOCK 2,
H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 1/2" IRON PIPE BEING THE WEST CORNER OF SAID
SECTION 16 ALSO BEING A LEASE CORNER; THENCE N56°09'09"E 5276.73 FEET
ALONG THE NORTHWEST LINE OF SAID SECTION 16 TO A 1 1/2" IRON PIPE BEING
THE NORTH CORNER OF SAID SECTION 16 AND ALSO BEING THE WEST CORNER
OF SAID SECTION 17;

THENCE N56°21'54"E 5279.05 FEET ALONG THE NORTHWEST LINE OF SAID
SECTION 17 TO A 1" IRON PIPE BEING THE NORTH CORNER OF SAID SECTION 17
AND ALSO BEING A LEASE CORNER;

THENCE S33°50'55"E 5237.21 FEET ALONG THE NORTHEAST LINE OF SAID
SECTION 17 TO A 1/2" IRON ROD BEING THE EAST CORNER OF SAID SECTION 17
AND ALSO BEING A LEASE CORNER;

THENCE S56°08'58"E 2966.74 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 17 TO A 2" IRON PIPE BEING THE WEST CORNER OF SECTION 22, BLOCK
2, H&GN RR Co. SURVEY, REEVES COUNTY, TEXAS;

THENCE S56°09'45"W 2311.03 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 17 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 17 AND
ALSO BEING THE EAST CORNER OF SAID SECTION 16;

THENCE S56°09'45"W 5277.58 FEET ALONG THE SOUTHEAST LINE OF SAID
SECTION 16 TO A POINT BEING THE SOUTH CORNER OF SAID SECTION 16 AND
ALSO BEING THE EAST CORNER OF THE NORTH PORTION OF SAID SECTION 12;

THENCE S56°24'49"W 2882.94 FEET ALONG THE SOUTHEAST LINE OF THE
NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE SOUTH CORNER OF
THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A LEASE CORNER;

THENCE N00°05'31"E 5162.85 FEET ALONG THE WEST LINE OF THE NORTH PORTION OF SAID SECTION 12 TO A POINT BEING THE NORTH CORNER OF THE NORTH PORTION OF SAID SECTION 12 AND ALSO BEING A POINT BEING ON THE SOUTHWEST LINE OF SAID SECTION 16;

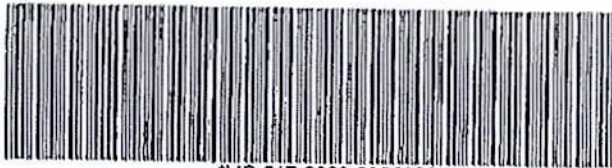
THENCE N33°51'10"W 959.25 FEET ALONG THE SOUTHWEST LINE OF SAID SECTION 16 TO THE POINT OF BEGINNING.

CONTAINING 1416.6 ACRES (TRACT 1 ACREAGE IS SUPPLIED BY CIMAREX ENERGY CO. & TRACT 2 ACREAGE IS MEAS.) MORE OR LESS.

BASIS OF BEARINGS IS TRANSVERSE MERCATOR PROJECTION WITH A CENTRAL MERIDIAN OF W103°53'00" (NAD 83).

END OF EXHIBIT "E"

Production Sharing Agreement – South Table State 57-25 Unit Sharing Area
Sections 35, 36, 37, & 38, Block 57, PSL Survey, Reeves Co., TX



VG-317-2022-2022002535

Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2022002535

Real Property Recordings
AGREEMENT

Recorded On: April 19, 2022 10:52 AM

Number of Pages: 90

" Examined and Charged as Follows: "

Total Recording: \$393.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022002535
Receipt Number: 20220419000010
Recorded Date/Time: April 19, 2022 10:52 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

CIMAREX ENERGY CO
600 N MARIENFELD st STE 600

TULSA OK 74103



STATE OF TEXAS
Reeves County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Reeves County, Texas

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

23.
File No. MF111990
Reeves County
Recorded Copy PSA00383
Date Filed: 05/14/2025
By George P. Bush, Commissioner
JP