



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

**MAR 31 2021**

In Reply Refer To:  
NMNM141730  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Dos Equis 13 Fed Com 10H  
Section 13: W2W2  
T. 24 S., R. 32 E., N.M.P.M.  
Lea County, NM

Cimarex Energy Co.  
600 N. Marienfeld St, Suite 600  
Midland, Texas 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141730 involving 80 acres of Federal land in lease NMNM 0553548, 40 acres of Federal land in lease NMNM 0553642, and 40 acres of Federal land in lease NMNM 116574, Eddy County, New Mexico, which comprise a 160 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2W2 of Sec. 13, T. 24 S., R. 32 E., NMPM, Lea County, NM, and is effective January 15, 2020. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.


Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

  
Sheila Mallory  
Deputy State Director  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:


- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
  
- B. Approve the attached Communitization Agreement covering the W2W2 of Sec. 13, T. 24 S., R. 32 E., NMPM, Lea County, NM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

**MAR 31 2021**

  
\_\_\_\_\_  
Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: January 15, 2020

Contract No.: Com. Agr. NMNM141730

Cimarex Energy Co.  
600 N. Marienfeld St.  
Suite 600  
Midland, TX 79701  
Main: 432.571.7800

BLM-NMSO  
MAR:12:2020 13:43:45  
RECEIVED



March 3, 2020

Bureau of Land Management  
620 E. Greene Street  
Carlsbad, New Mexico 88220

*177777  
141730*

**Bureau of Land Management  
RECEIVED**

MAR 06 2020

**Via Certified Mail Return Receipt # 9407 1108 98766 5055 1910 60**

Re: Cimarex Energy Co.  
Communitization Agreement  
Dos Equis 13 Fed Com 10H  
Township 24 South, Range 32 East  
Section 13: W/2W/2  
Lea County, New Mexico

*30025 45417  
160 acres  
needs C-102  
needs SRP*

**Carlsbad Field Office  
Carlsbad, NM**

To Whom It May Concern:

We are enclosing herewith for approval four (4) originals of the fully signed and acknowledged Communitization Agreement regarding the captioned well. Upon your approval of the same, please return one (1) approved original to the undersigned at the above letterhead address.

If there is anything further that you should require in regard to this matter, please do not hesitate to contact myself or Dylan Park, landman.

Thank you very much.

Sincerely,

Kaimi Brownlee  
Land Technician  
Cimarex Energy Co.  
432-571-7868

District I  
1623 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-45417	<sup>2</sup> Pool Code 96674	<sup>3</sup> Pool Name Triple X; Bone Spring, West
<sup>4</sup> Property Code 40201	<sup>5</sup> Property Name DOS EQUIS 13 FEDERAL COM	<sup>6</sup> Well Number 10H
<sup>7</sup> OGRID No. 215099	<sup>8</sup> Operator Name CIMEREX ENERGY CO.	<sup>9</sup> Elevation 3620.5'

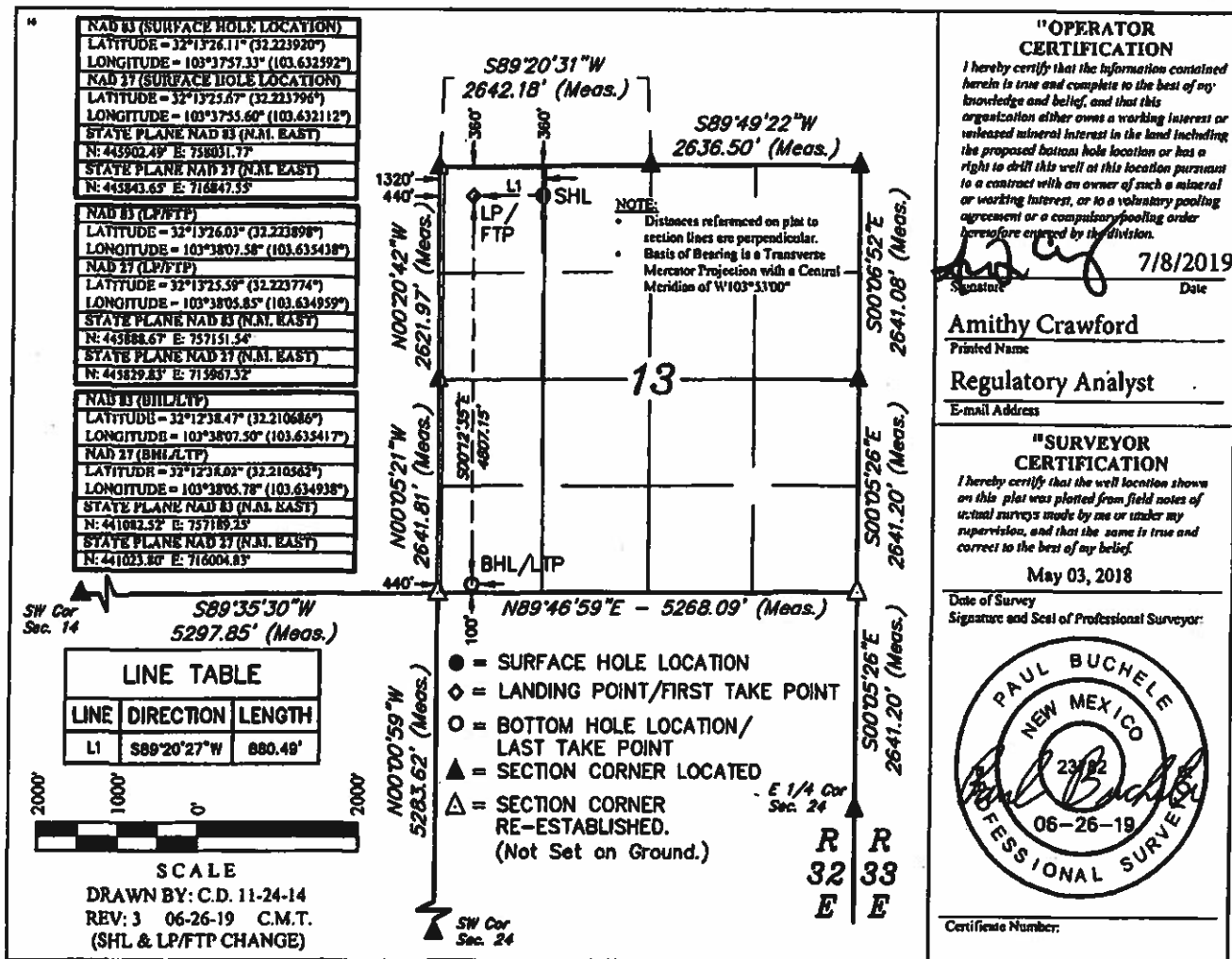
"Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	13	24S	32E		360	NORTH	1320	WEST	LEA

"Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	13	24S	32E		100	SOUTH	440	WEST	LEA
<sup>11</sup> Dedicated Acres 160		<sup>12</sup> Joint or Infill		<sup>13</sup> Consolidation Code		<sup>14</sup> Order No.			

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



Federal Communitization Agreement

Contract No. AM777141730

THIS AGREEMENT entered into as of the 15th day of January, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

The W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Cimarex Energy Co., located at 600 N. Marienfeld Ave, Suite 600, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 15, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations



hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

ConocoPhillips Company

2/25/2020  
Date

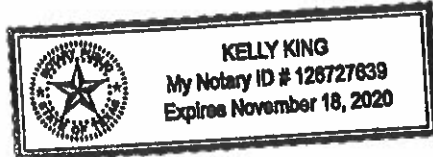
By: [Signature]  
Title: Lindsay B. Weddle  
Attorney-in-fact *has been*

ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Harris ) ss.

On this 25 day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



11-18-2020  
My Commission Expires

[Signature]  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

Chevron U.S.A. Inc.

2/20/20  
Date

By: [Signature]  
Title: Attorney-In-Fact

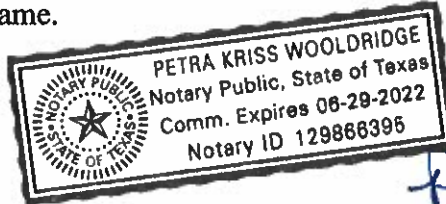
**ACKNOWLEDGEMENT**

STATE OF Texas )  
  ) ss.  
COUNTY OF Midland )

On this 20<sup>th</sup> day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Jacob Velasco, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

6-29-2022  
My Commission Expires



[Signature]  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

2/4/2020

Date

Devon Energy Production Co., LP

By: Catherine Lebsack

Title: Catherine Lebsack  
Vice President

*Q AB*

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF OKLAHOMA )

On this 4<sup>th</sup> day of FEBRUARY, 2020, before me, a Notary Public for the State of OK, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/21/23

My Commission Expires



Lisa Othon  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Cimarex Energy Co., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_



CTE *rom*

Printed: Michael DeShazer

TITLE: Attorney-in-Fact

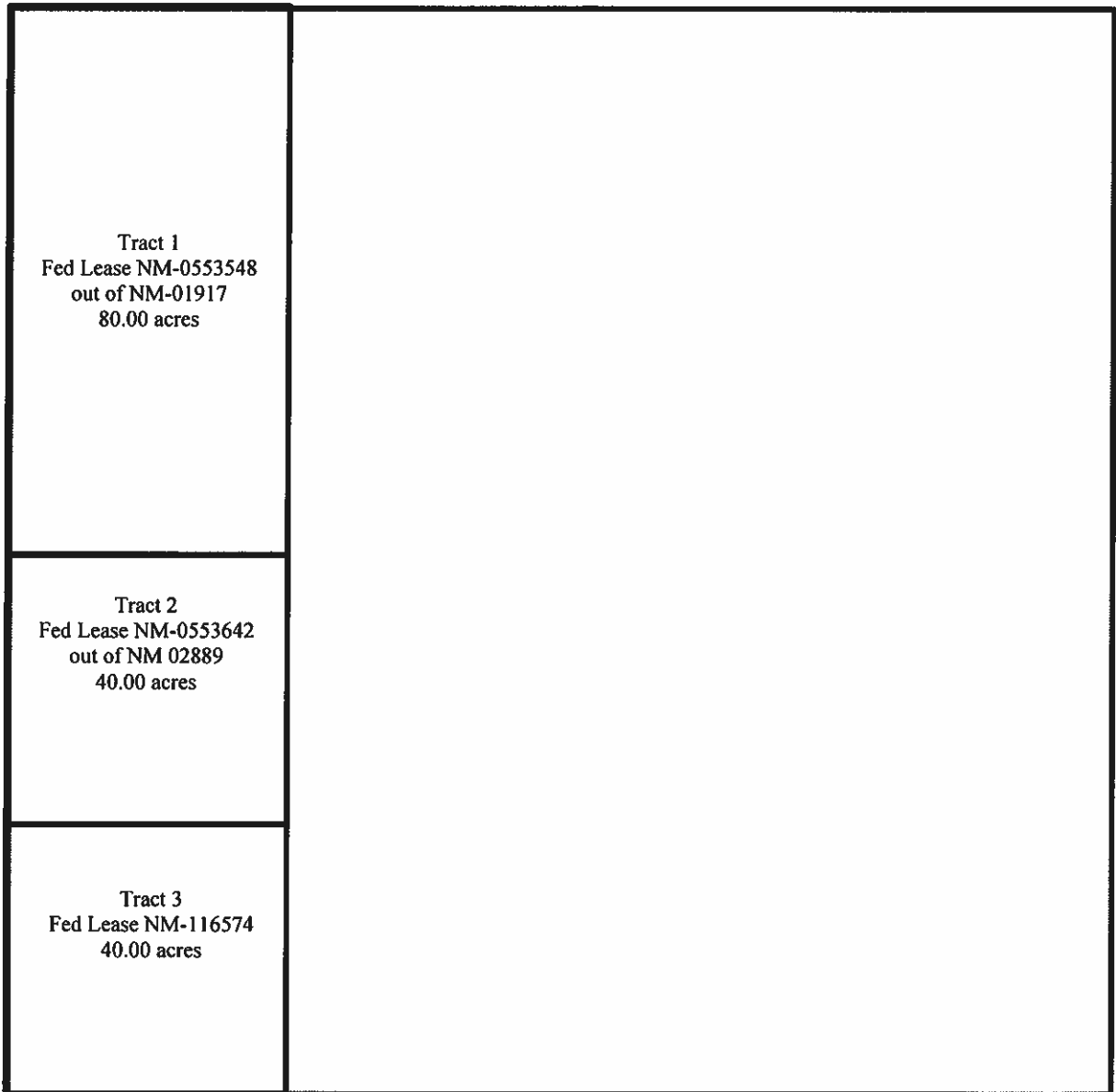
Phone number: 432-571-7800,

email [celliott@cimarex.com](mailto:celliott@cimarex.com)

# EXHIBIT "A"

Plat of communitized area covering **160.00** acres in the W/2 W/2 of Section 13,  
Township 24 South, Range 32 East, Lea County, New Mexico.

## Dos Equis 13 Fed Com 10H



## **EXHIBIT "B"**

To Communitization Agreement Dated January 15, 2020 embracing the following described land in the W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Cimarex Energy Co.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NM-0553548, out of NM-01917
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/2NW/4
Number of Gross Acres:	80.00
Number of Acres:	80.00
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Cimarex Energy Co.
ORRI Owners:	Santa Elena Minerals IV, L.P. Anna A. Reischman f/k/a Anna A. Nearburg Pitch Energy Corporation

#### Tract No. 2

Lease Serial Number:	NM-0553642
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/4 SW/4
Number of Gross Acres:	40.00
Number of Net Acres:	40.00
Current Lessee of Record:	ConocoPhillips Co.



Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: ConocoPhillips Company

Tract No. 3

Lease Serial Number: NM-116574

Description of Land Committed: Township 24 South, Range 32 East,  
N.M.P.M, Section 13: SW/4 SW/4

Number of Gross Acres: 40.00

Number of Net Acres: 40.00

Current Lessee of Record: Devon Energy Production Co., LP

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: none

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%

## Federal Communitization Agreement

Contract No. 177777141730

THIS AGREEMENT entered into as of the 15th day of January, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

The W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Cimarex Energy Co., located at 600 N. Marienfeld Ave, Suite 600, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 15, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.







**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

Chevron U.S.A. Inc.

2/20/20  
Date

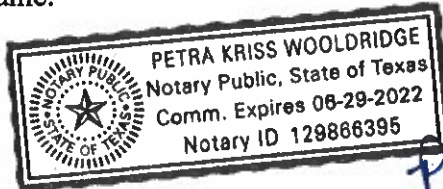
By: Jacob Velasco  
Title: Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF Texas )  
 ) ss.  
COUNTY OF Midland )

On this 20<sup>th</sup> day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Jacob Velasco, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



6-29-2022  
My Commission Expires

Petra Wooldridge  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

Devon Energy Production Co., LP

2/9/2020  
Date

By: Catherine Lebsack  
Title: Catherine Lebsack  
Vice President *AS*

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 4<sup>th</sup> day of FEBRUARY, 2020, before me, a Notary Public for the State of OK, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/21/23  
My Commission Expires



Lisa Othman  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Cimarex Energy Co., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_



*CTE 12/14*

Printed: Michael DeShazer

TITLE: Attorney-in-Fact

Phone number: 432-571-7800,

email [celliott@cimarex.com](mailto:celliott@cimarex.com)

# EXHIBIT "A"

Plat of communitized area covering 160.00 acres in the W/2 W/2 of Section 13,  
Township 24 South, Range 32 East, Lea County, New Mexico.

## Dos Equis 13 Fed Com 10H

<p>Tract 1 Fed Lease NM-0553548 out of NM-01917 80.00 acres</p>	
<p>Tract 2 Fed Lease NM-0553642 out of NM 02889 40.00 acres</p>	
<p>Tract 3 Fed Lease NM-116574 40.00 acres</p>	

## **EXHIBIT "B"**

To Communitization Agreement Dated January 15, 2020 embracing the following described land in the W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Cimarex Energy Co.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NM-0553548, out of NM-01917
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/2NW/4
Number of Gross Acres:	80.00
Number of Acres:	80.00
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Cimarex Energy Co.
ORRI Owners:	Santa Elena Minerals IV, L.P. Anna A. Reischman f/k/a Anna A. Nearburg Pitch Energy Corporation

#### Tract No. 2

Lease Serial Number:	NM-0553642
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/4 SW/4
Number of Gross Acres:	40.00
Number of Net Acres:	40.00
Current Lessee of Record:	ConocoPhillips Co.

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: ConocoPhillips Company

Tract No. 3

Lease Serial Number: NM-116574

Description of Land Committed: Township 24 South, Range 32 East,  
N.M.P.M, Section 13: SW/4 SW/4

Number of Gross Acres: 40.00

Number of Net Acres: 40.00

Current Lessee of Record: Devon Energy Production Co., LP

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: none

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%

Federal Communitization Agreement

Contract No. 17m7m141730

THIS AGREEMENT entered into as of the 15th day of January, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

The W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the



operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Cimarex Energy Co., located at 600 N. Marienfeld Ave, Suite 600, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 15, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Cimarex Energy Co. - Operator

\_\_\_\_\_  
Date

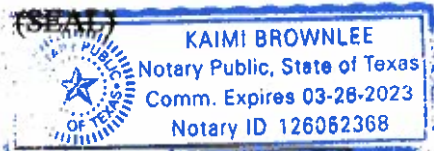
By: *Michael DeShazer*  
Michael DeShazer - Attorney-in-Fact

*CTE  
RM*

**ACKNOWLEDGEMENT**

STATE OF Texas )  
 ) ss.  
COUNTY OF Midland )

On this 21 day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Michael DeShazer, known to me to be the Attorney-in-Fact of Cimarex Energy Co., a Delaware Corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

*Kaimi Brownlee*  
Notary Public

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2-25-2020  
Date

ConocoPhillips Company  
*Lindsay B. Weddle*  
By: Lindsay B. Weddle  
Title: Attorney-in-fact *HMS*

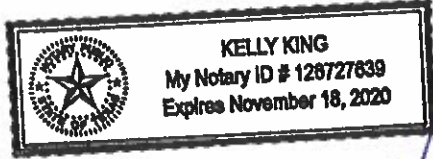
ACKNOWLEDGEMENT

STATE OF Texas )  
  ) ss.  
COUNTY OF Harris )

On this 25 day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

11-18-2020  
My Commission Expires



*Kelly King*  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/4/2020  
Date

Devon Energy Production Co., LP

By: Catherine Lebsack  
Title: Catherine Lebsack  
Vice President

*AB*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
) ss.  
COUNTY OF OKLAHOMA )

On this 4<sup>th</sup> day of FEBRUARY, 2020, before me, a Notary Public for the State of OK, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



10/21/23

My Commission Expires

Lisa Othman  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Cimarex Energy Co., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: 

Printed: Michael DeShazer

*CTE RPM*

TITLE: Attorney-in-Fact

Phone number: 432-571-7800,

email [celliott@cimarex.com](mailto:celliott@cimarex.com)



# EXHIBIT "A"

Plat of communitized area covering 160.00 acres in the W/2 W/2 of Section 13,  
Township 24 South, Range 32 East, Lea County, New Mexico.

## Dos Equis 13 Fed Com 10H

<p>Tract 1 Fed Lease NM-0553548 out of NM-01917 80.00 acres</p>	
<p>Tract 2 Fed Lease NM-0553642 out of NM 02889 40.00 acres</p>	
<p>Tract 3 Fed Lease NM-116574 40.00 acres</p>	

## **EXHIBIT "B"**

To Communitization Agreement Dated January 15, 2020 embracing the following described land in the W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Cimarex Energy Co.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NM-0553548, out of NM-01917
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/2NW/4
Number of Gross Acres:	80.00
Number of Acres:	80.00
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Cimarex Energy Co.
ORRI Owners:	Santa Elena Minerals IV, L.P. Anna A. Reischman f/k/a Anna A. Nearburg Pitch Energy Corporation

#### Tract No. 2

Lease Serial Number:	NM-0553642
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/4 SW/4
Number of Gross Acres:	40.00
Number of Net Acres:	40.00
Current Lessee of Record:	ConocoPhillips Co.

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: ConocoPhillips Company

Tract No. 3

Lease Serial Number: NM-116574

Description of Land Committed: Township 24 South, Range 32 East,  
N.M.P.M, Section 13: SW/4 SW/4

Number of Gross Acres: 40.00

Number of Net Acres: 40.00

Current Lessee of Record: Devon Energy Production Co., LP

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: none

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%

Federal Communitization Agreement

Contract No. 1777714730

THIS AGREEMENT entered into as of the 15th day of January, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

The W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Cimarex Energy Co., located at 600 N. Marienfeld Ave, Suite 600, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 15, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.


12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.





**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

2-25-2020  
Date

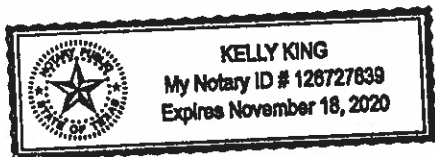
ConocoPhillips Company  
  
By: Lindsay B. Weddle  
Title: Attorney-in-fact

**ACKNOWLEDGEMENT**

STATE OF Texas )  
  ) ss.  
COUNTY OF Tarrant )

On this 25 day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



11-18-2020  
My Commission Expires

Kelly King  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

Chevron U.S.A. Inc.

Date 2/20/20

By: *Jacob Velasco*  
Title: Attorney-In-Fact

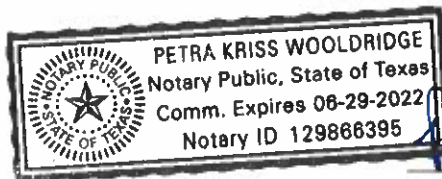
**ACKNOWLEDGEMENT**

STATE OF Texas )  
                                  ) ss.  
COUNTY OF Midland )

On this 20<sup>th</sup> day of February, 2020, before me, a Notary Public for the State of Texas, personally appeared Jacob Velasco, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

6-29-2022  
My Commission Expires



*Petra Kriss Wooldrige*  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

Devon Energy Production Co., LP

2/9/2020

Date

By: Catherine Lebsack

Title: Catherine Lebsack  
Vice President

AB

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 9<sup>th</sup> day of FEBRUARY, 2020, before me, a Notary Public for the State of OK, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



10/21/23

My Commission Expires

Lisa Othon  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of Cimarex Energy Co., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_



*OTE  
RFM*

Printed: Michael DeShazer

TITLE: Attorney-in-Fact

Phone number: 432-571-7800,

email [celliott@cimarex.com](mailto:celliott@cimarex.com)

# EXHIBIT "A"

Plat of communitized area covering 160.00 acres in the W/2 W/2 of Section 13,  
Township 24 South, Range 32 East, Lea County, New Mexico.

## Dos Equis 13 Fed Com 10H

<p>Tract 1 Fed Lease NM-0553548 out of NM-01917 80.00 acres</p>	
<p>Tract 2 Fed Lease NM-0553642 out of NM 02889 40.00 acres</p>	
<p>Tract 3 Fed Lease NM-116574 40.00 acres</p>	

## **EXHIBIT "B"**

To Communitization Agreement Dated January 15, 2020 embracing the following described land in the W/2 W/2 of Section 13, Township 24 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Cimarex Energy Co.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number:	NM-0553548, out of NM-01917
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/2NW/4
Number of Gross Acres:	80.00
Number of Acres:	80.00
Current Lessee of Record:	Chevron U.S.A. Inc.
Name of Working Interest Owners:	Cimarex Energy Co.
ORRI Owners:	Santa Elena Minerals IV, L.P. Anna A. Reischman f/k/a Anna A. Nearburg Pitch Energy Corporation

#### Tract No. 2

Lease Serial Number:	NM-0553642
Description of Land Committed:	Township 24 South, Range 32 East, N.M.P.M, Section 13: NW/4 SW/4
Number of Gross Acres:	40.00
Number of Net Acres:	40.00
Current Lessee of Record:	ConocoPhillips Co.

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: ConocoPhillips Company

Tract No. 3

Lease Serial Number: NM-116574

Description of Land Committed: Township 24 South, Range 32 East,  
N.M.P.M, Section 13: SW/4 SW/4

Number of Gross Acres: 40.00

Number of Net Acres: 40.00

Current Lessee of Record: Devon Energy Production Co., LP

Name of Working Interest Owners: Cimarex Energy Co.

ORRI Owners: none



## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%