

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 14th day of February, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 25 South, Range 26 East, N.M.P.M.

Section 24: W/2

Section 25: W/2

Eddy County, New Mexico

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Cimarex Energy Co., 600 N. Marienfeld, Ste. 600, Midland, TX 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

The communitized area approved in this Agreement contains unleased Federal lands. The value of 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitle to participation, shall be payable as compensatory royalties to the Federal government. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance

is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is February 14, 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, Attorney-in-Fact

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 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 that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

Cimarex Energy Co.

\_\_\_\_\_  
Date

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS                    )  
   ) ss.  
COUNTY OF MIDLAND            )

On this \_\_\_\_ day of \_\_\_\_\_, 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 that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

MRC Permian Company

\_\_\_\_\_  
Date

By: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public for the State of \_\_\_\_\_ personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

WPX Energy Permian, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public for the State of \_\_\_\_\_ personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of WPX Energy Permian, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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



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

Pivotal Permian Basin II, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public for the State of \_\_\_\_\_ personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Pivotal Permian Basin II, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

\_\_\_\_\_  
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: \_\_\_\_\_ (signature of officer)

Printed: \_\_\_\_\_

TITLE: \_\_\_\_\_

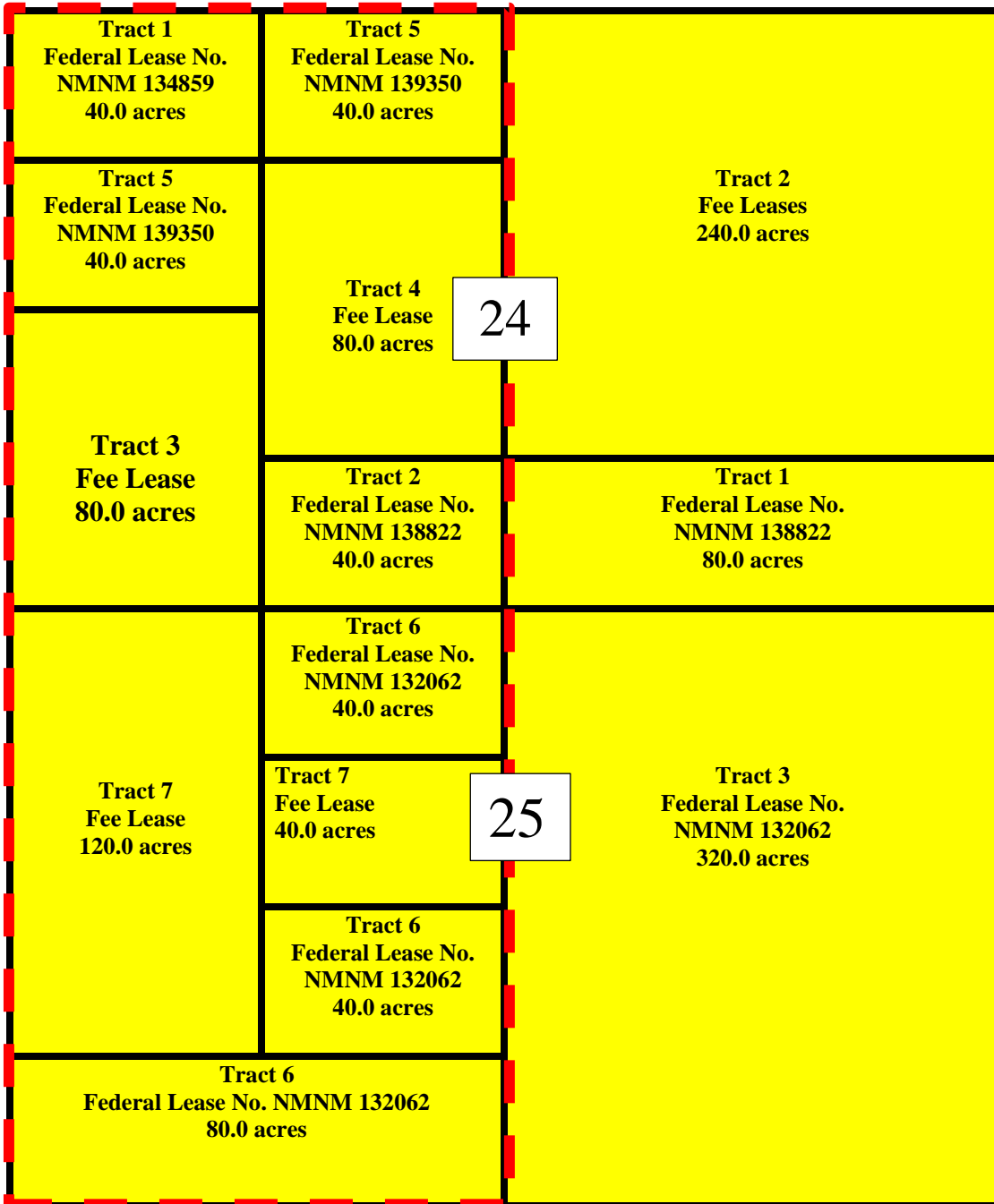
Phone number: \_\_\_\_\_, email

\_\_\_\_\_

# EXHIBIT "A"

Plat of communitized area covering 640.00 acres in the W/2 of Sections 24 and 25, Township 24 South, Range 26 East, N.M.P.M., Eddy County, New Mexico.

## Black River 25 Fed Com 1H



**EXHIBIT “B”**

To Communitization Agreement Dated February 14, 2020 embracing the following described land in Sections 24 & 25, Township 24 South, Range 26 East, N.M.P.M, Eddy County, NM.

Operator of Communitized Area: Cimarex Energy Co.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 134859  
Lessor: United States of America  
Date: October 1, 2015  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 24: NW/4NW/4  
Number of Acres: 40.00  
Name of Working Interest Owners:  
RKI Exploration & Production, LLC.....100.00000000%

Tract No. 2

Lease Serial Number: NMNM 138822  
Lessor: United States of America  
Date: October 1, 2015  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 24: SE/4SW/4  
Number of Acres: 40.00  
Name of Working Interest Owners:  
Cimarex Energy Co.....100.00000000%

Tract No. 3

Lessor: Susan Lorraine Smith Patterson, Trustee of  
the Susan Lorraine Smith Patterson Trust

Date: September 21, 2016

Recorded: Book 1087, Page 1149, County Records

Description of Land Committed: Township 24 South, Range 26 East,  
Section 24: W/2SW/4

Number of Net Acres: 80.0

Name of Working Interest Owners:  
Cimarex Energy Co.....100.00000000%

Lessor: Thomas E. Moore, sole and separate  
property

Date: September 21, 2016

Amendment Date: April 16, 2019

Original Recorded: Book 1087, Page 1145, County Records

Amended Recorded:

Description of Land Committed: Township 24 South, Range 26 East,  
Section 24: W/2SW/4

Number of Net Acres: 80.0

Name of Working Interest Owners:  
Cimarex Energy Co.....75.00000000%  
MRC Permian Company.....25.00000000%

Lessor: Wayne and Jo Ann Moore Charitable Foundation  
 Date: September 21, 2016  
 Amendment Date: April 16, 2019  
 Original Recorded: Book 1087, Page 1147, County Records  
 Amended Recorded:  
 Description of Land Committed: Township 24 South, Range 26 East, Section 24: W/2SW/4  
 Number of Net Acres: 80.0 acres  
 Name of Working Interest Owners:  
 Cimarex Energy Co.....75.00000000%  
 MRC Permian Company.....25.00000000%

Tract No. 4

Lessor: Black River Center for Learning, Inc.  
 Date: March 2, 2017  
 Original Recorded: Book 1091, Page 876, County Records  
 Description of Land Committed: Township 24 South, Range 26 East, Section 24: NW/4NE/4SW/4, NE/4NW/4SW/4, SW/4NW/4, SE/4NW/4, NE/4SW/4 less the NW/4NE/4SW/4, W/2SW/4 less the NE/4NW/4SW/4, SE/4NW/4 less the East 170' lying North of the Black River  
 Number of Net Acres: 80.0 acres  
 Name of Working Interest Owners:  
 Cimarex Energy Co.....100.00000000%

Tract No. 5

Lease Serial Number: NMNM 139350  
Lessor: United States of America  
Date: Unknown  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 24: NE/4NW/4 & SW/4NW/4  
Number of Gross Acres:  
Number of Net Acres: 80.0 acres  
Name of Working Interest Owners:  
MRC Permian Company.....100.00000000%

Tract No. 6

Lease Serial Number: NMNM 132062  
Lessor: United States of America  
Date: May 28, 2014  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 25: NE/4NW/4, NE/4SW/4,  
S/2SW/4  
Number of Gross Acres:  
Number of Net Acres: 160.0 acres  
Name of Working Interest Owners:  
Cimarex Energy Co.....100.00000000%

Tract No. 7

Lessor: Susan Lorraine Smith Patterson Trust  
Date: April 30, 2013  
Recorded: Book 934, Page 509, County Records  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 25: W/2NW/4, SE/4NW/4,  
NW/4SW/4  
Number of Gross Acres:  
Number of Net Acres: 160.0  
Name of Working Interest Owners:  
MRC Permian Company.....100.00000000%

Lessor: Wayne and Jo Ann Moore Charitable  
Foundation  
Date: April 30, 2013  
Recorded: Book 935, Page 53, County Records  
Description of Land Committed: Township 24 South, Range 26 East,  
Section 25: W/2NW/4, SE/4NW/4,  
NW/4SW/4  
Number of Gross Acres:  
Number of Net Acres: 160.0 acres  
Name of Working Interest Owners:  
MRC Permian Company.....100.00000000%



Lessor: Thomas E. Moore, SSP  
 Date: April 30, 2013  
 Recorded: Book 935, Page 59, County Records  
 Description of Land Committed: Township 24 South, Range 26 East,  
 Section 25: W/2NW/4, SE/4NW/4,  
 NW/4SW/4  
 Number of Gross Acres:  
 Number of Net Acres: 160.0 acres  
 Name of Working Interest Owners:  
 Cimarex Energy Co.....100.000000000%  
 Name of Working Interest Owners:  
 MRC Permian Company.....100.000000000%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40	6.25%
2	40	6.25%
3	80	12.50%
4	80	12.50%
5	80	12.50%
6	160	25.00%
7	160	25.00%
<b>Total</b>	<b>640</b>	<b>100.00%</b>