

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

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

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL      ☐ NSP (PROJECT AREA)      ☐ NSP (PRORATION UNIT)      ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC    ☐ CTB    ☐ PLC    ☐ PC    ☐ OLS    ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX    ☐ PMX    ☐ SWD    ☐ IPI    ☐ EOR    ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☐ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☐ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

**Note: Statement must be completed by an individual with managerial and/or supervisory capacity.**

Print or Type Name

Date

Phone Number

Signature

e-mail Address



**Adam G. Rankin**  
**Phone** (505) 954-7294  
**Fax** (505) 819-5579  
AGRRankin@hollandhart.com

February 22, 2022

**VIA ONLINE FILING**

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

**Re: Application of Matador Production Company for administrative approval to surface commingle (lease commingle) oil and gas production at the Jeff Hart West Tank Battery located in the SW/4SW/4 of Section 25, Township 23 South, Range 34 East, NMPM, Lea County, New Mexico, and to add additional wells.**

Dear Ms. Sandoval:

Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease commingle) diversely owned oil and gas production at the **Jeff Hart West Tank Battery** *insofar as all existing and future infill wells drilled in the following spacing units:*

(a) The 320-acre spacing unit comprised of the E/2W/2 of Sections 24 and 25 in the Antelope Ridge; Bone Spring (2200) – includes the **Jeff Hart Fed Com #112H well** (API. No. 30-025-49077), **Jeff Hart Fed Com #122H well** (API. No. 30-025-49143), **Jeff Hart Fed Com #132H well** (API. No. 30-025-49145);

(b) The 320-acre spacing unit comprised of the W/2W/2 of Sections 24 and 25 in the Antelope Ridge; Bone Spring (2200) – includes the **Jeff Hart Fed Com #111H well** (API. No. 30-025-49076), **Jeff Hart Fed Com #121H well** (API. No. 30-025-49142);

(c) The 160-acre spacing unit comprised of the W/2W/2 of Section 25 in the Antelope Ridge; Bone Spring (2200) – includes the **Jeff Hart State Com #131H well** (API. No. 30-025-49720); and

(d) pursuant to 19.15.12.10.C(4)(g), *future Antelope Ridge; Bone Spring (2200) spacing units within the W/2 of Sections 24 and 25 connected to the Jeff Hart West Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the Jeff Hart West Tank Battery located in the SW/4SW/4 of Section 25. Gas production from each separator will be

separately metered with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each separator will also be separately metered using turbine meters.

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

**Exhibit 2** is a C-102 for each of the wells currently drilled within the existing spacing units.

**Exhibit 3** is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Ryan Hernandez, Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (attachment A to the statement) and an example gas analysis (attachment B to the statement).

**Exhibit 4** includes relevant federal and state communitization agreements and related documents.

Ownership is diverse between the above-described spacing units. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing.

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

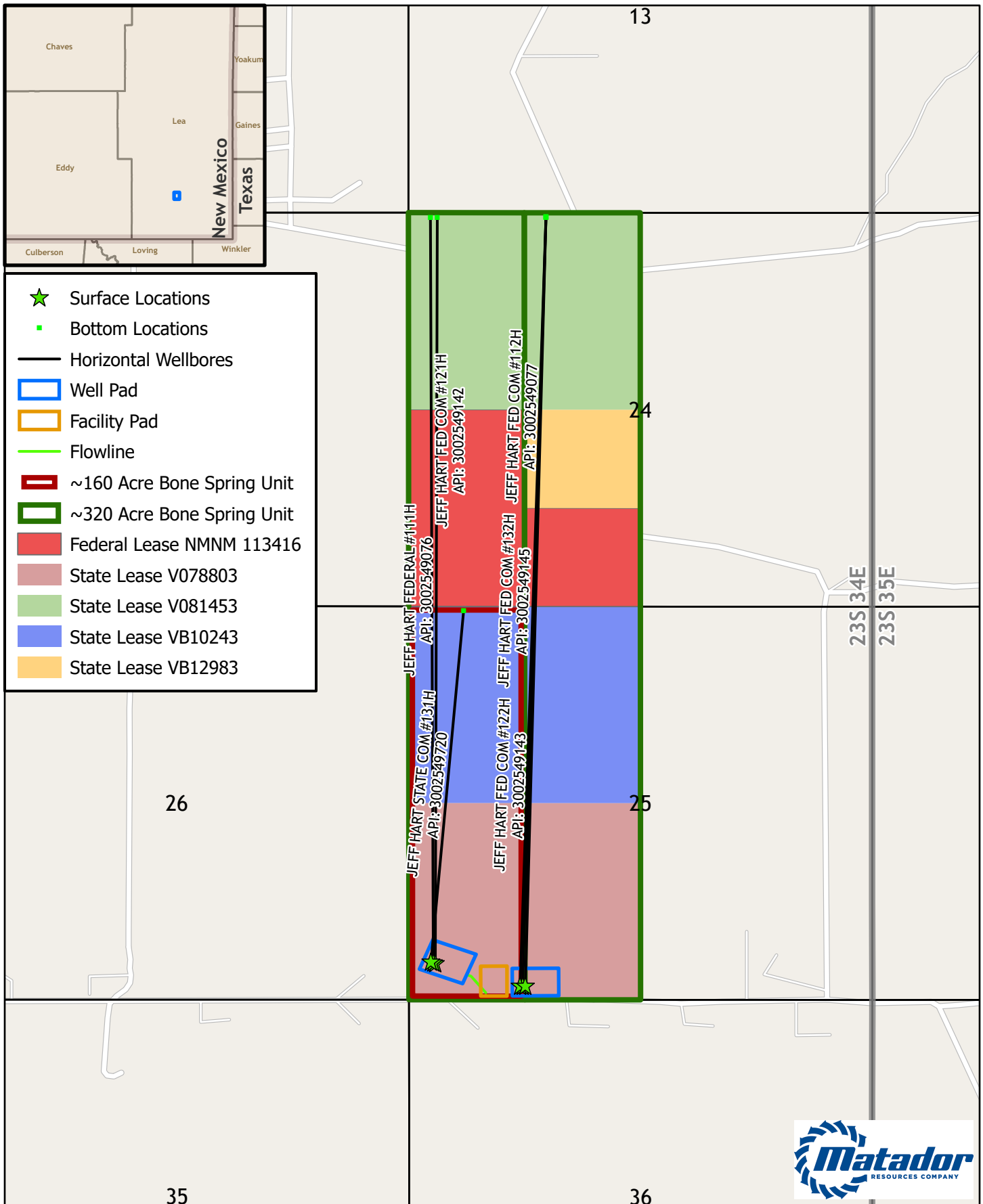
Sincerely,



Adam G. Rankin  
ATTORNEY FOR  
MATADOR PRODUCTION COMPANY

# Jeff Hart West Commingling Plat

Exhibit 1



Southeast New Mexico

Map Prepared by: agreeen

Project: ComminglingPlat

Date: 1/27/2022

Coordinate System: GCS WGS 1984

GIS Standard Map Disclaimer:  
This cartographic product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

**District II**  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720

**District III**  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170

**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 746-3460 Fax: (505) 746-3462

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 <b>30-025- 30-025-49076</b>	<sup>2</sup> Pool Code <b>2200</b>	<sup>3</sup> Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
<sup>4</sup> Property Code <b>331063</b>	<sup>5</sup> Property Name <b>JEFF HART FED COM</b>	<sup>6</sup> Well Number <b>#111H</b>
<sup>7</sup> GRID No. <b>228937</b>	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>9</sup> Elevation <b>3398'</b>

<sup>10</sup>Surface Location

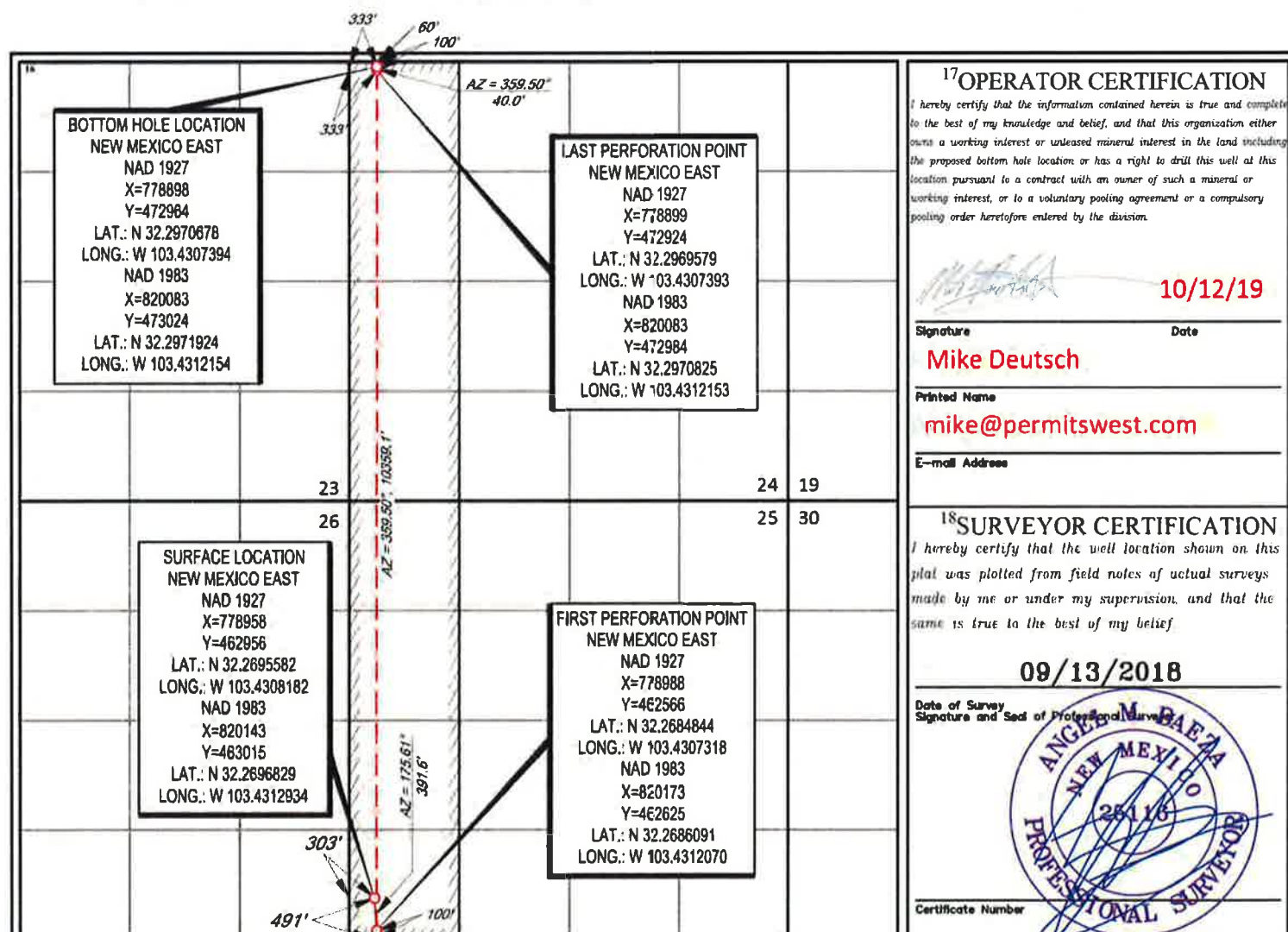
U/L or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>491'</b>	<b>SOUTH</b>	<b>303'</b>	<b>WEST</b>	<b>LEA</b>

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

U/L or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>24</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>333'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
---	-------------------------------	--	-------------------------

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





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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-49142</b>	<sup>2</sup> Pool Code <b>2200</b>	<sup>3</sup> Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
<sup>4</sup> Property Code <b>331063</b>	<sup>5</sup> Property Name <b>JEFF HART FED COM</b>	
<sup>7</sup> OGRID No. <b>228937</b>	<sup>6</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>8</sup> Well Number <b>#121H</b>
		<sup>9</sup> Elevation <b>3398'</b>

<sup>10</sup>Surface Location

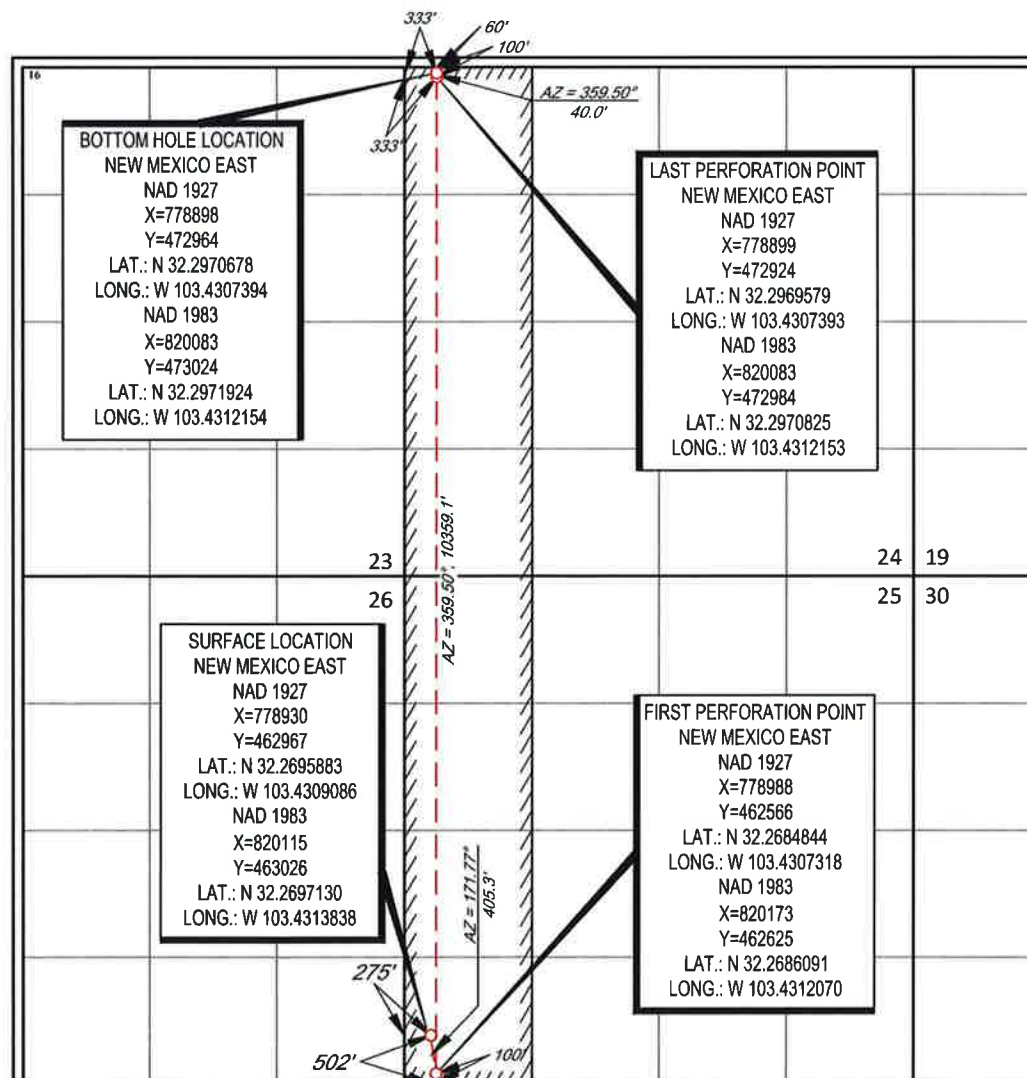
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>502'</b>	<b>SOUTH</b>	<b>275'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>24</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>333'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
---	-------------------------------	--	-------------------------

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

<sup>17</sup>OPERATOR CERTIFICATION

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

*Mike Deutsch* 10/12/19

Signature Date

Mike Deutsch

Printed Name  
mike@permitswest.com

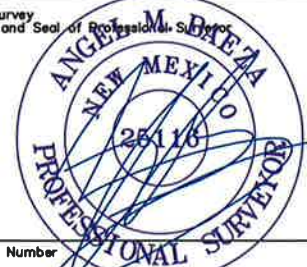
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

09/13/2018

Date of Survey  
Signature and Seal of Professional Surveyor



Certificate Number

**District I**  
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number		<sup>2</sup> Pool Code	<sup>3</sup> Pool Name
		2200	ANTELOPE RIDGE ; BONE SPRING
<sup>4</sup> Property Code	<sup>5</sup> Property Name		<sup>6</sup> Well Number
	JEFF HART STATE COM		131H
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name		<sup>9</sup> Elevation
228937	MATADOR PRODUCTION COMPANY		3398'

<sup>10</sup>Surface Location

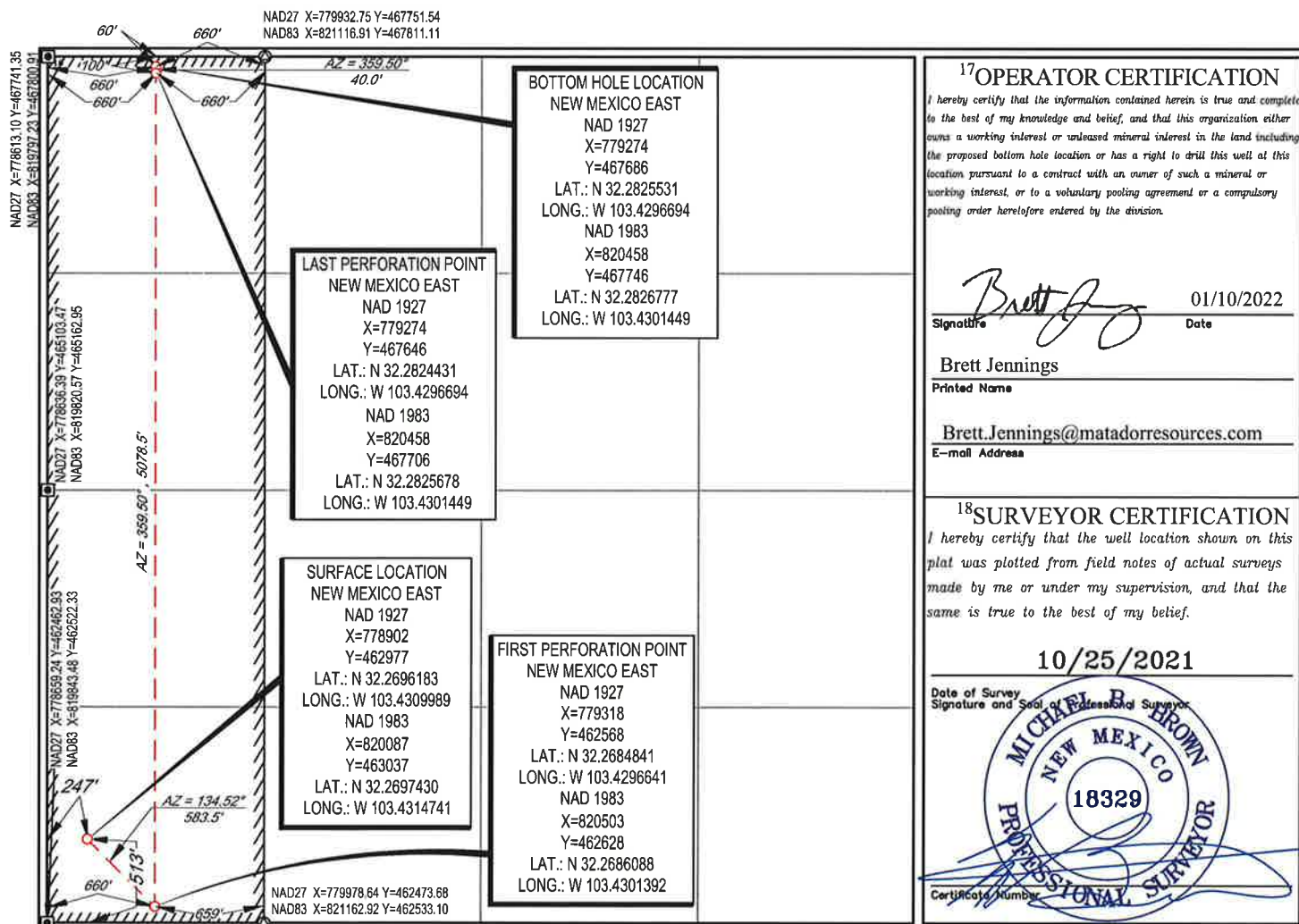
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>513'</b>	<b>SOUTH</b>	<b>247'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	25	23-S	34-E	-	60'	NORTH	660'	WEST	LEA

<sup>12</sup> Dedicated Acres <b>160</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-49077</b>		<sup>2</sup> Pool Code <b>2200</b>	<sup>3</sup> Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
<sup>4</sup> Property Code <b>331063</b>	<sup>5</sup> Property Name <b>JEFF HART FED COM</b>		<sup>6</sup> Well Number <b>#112H</b>
<sup>7</sup> GRID No. <b>228937</b>	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>		<sup>9</sup> Elevation <b>3394'</b>

<sup>10</sup>Surface Location

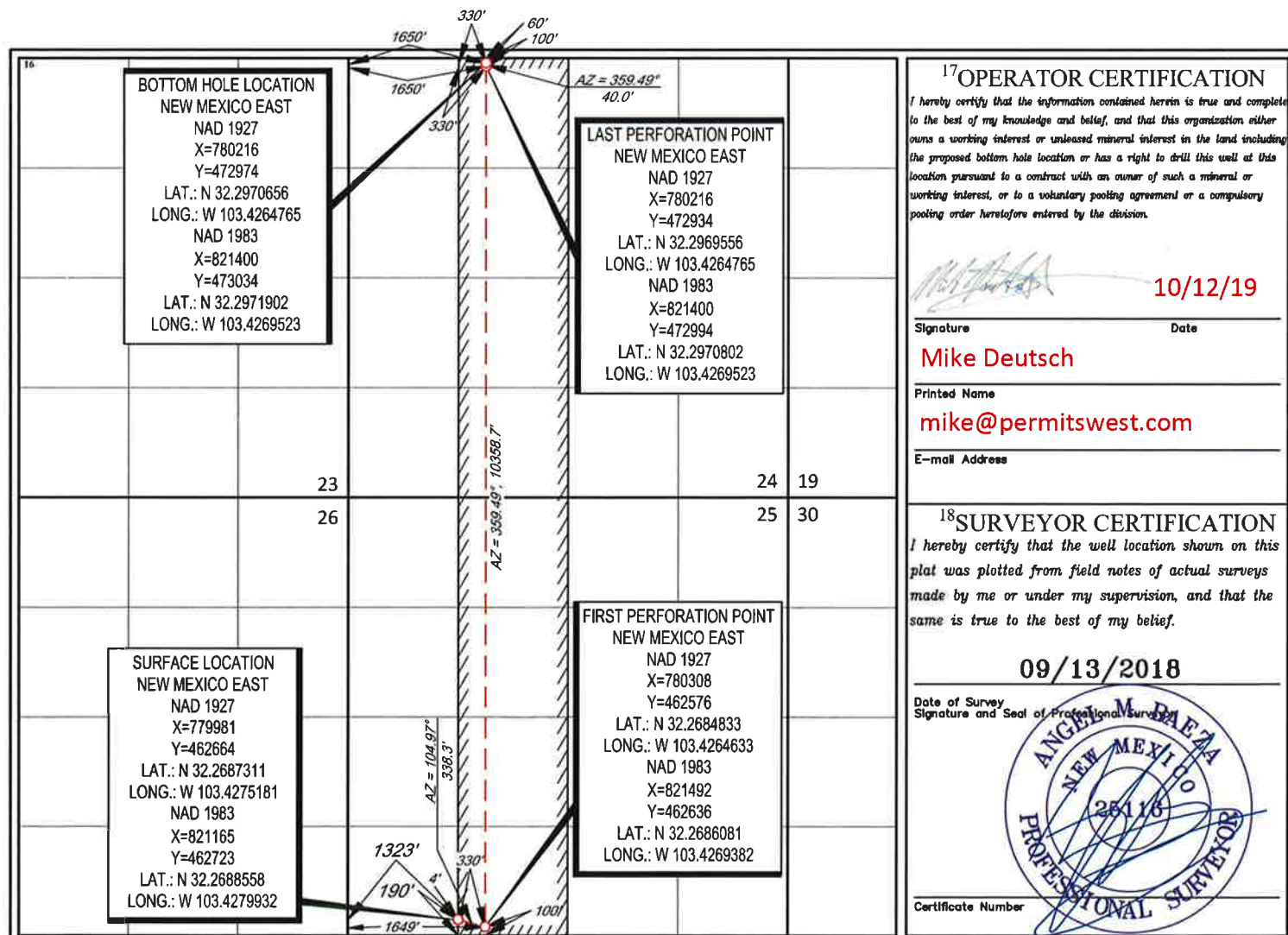
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>N</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>190'</b>	<b>SOUTH</b>	<b>1323'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>24</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>1650'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-49143</b>	<sup>2</sup> Pool Code <b>2200</b>	<sup>3</sup> Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
<sup>4</sup> Property Code <b>331063</b>	<sup>5</sup> Property Name <b>JEFF HART FED COM</b>	
<sup>6</sup> OGRID No. <b>228937</b>	<sup>7</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>8</sup> Well Number <b>#122H</b>
		<sup>9</sup> Elevation <b>3394'</b>

<sup>10</sup>Surface Location

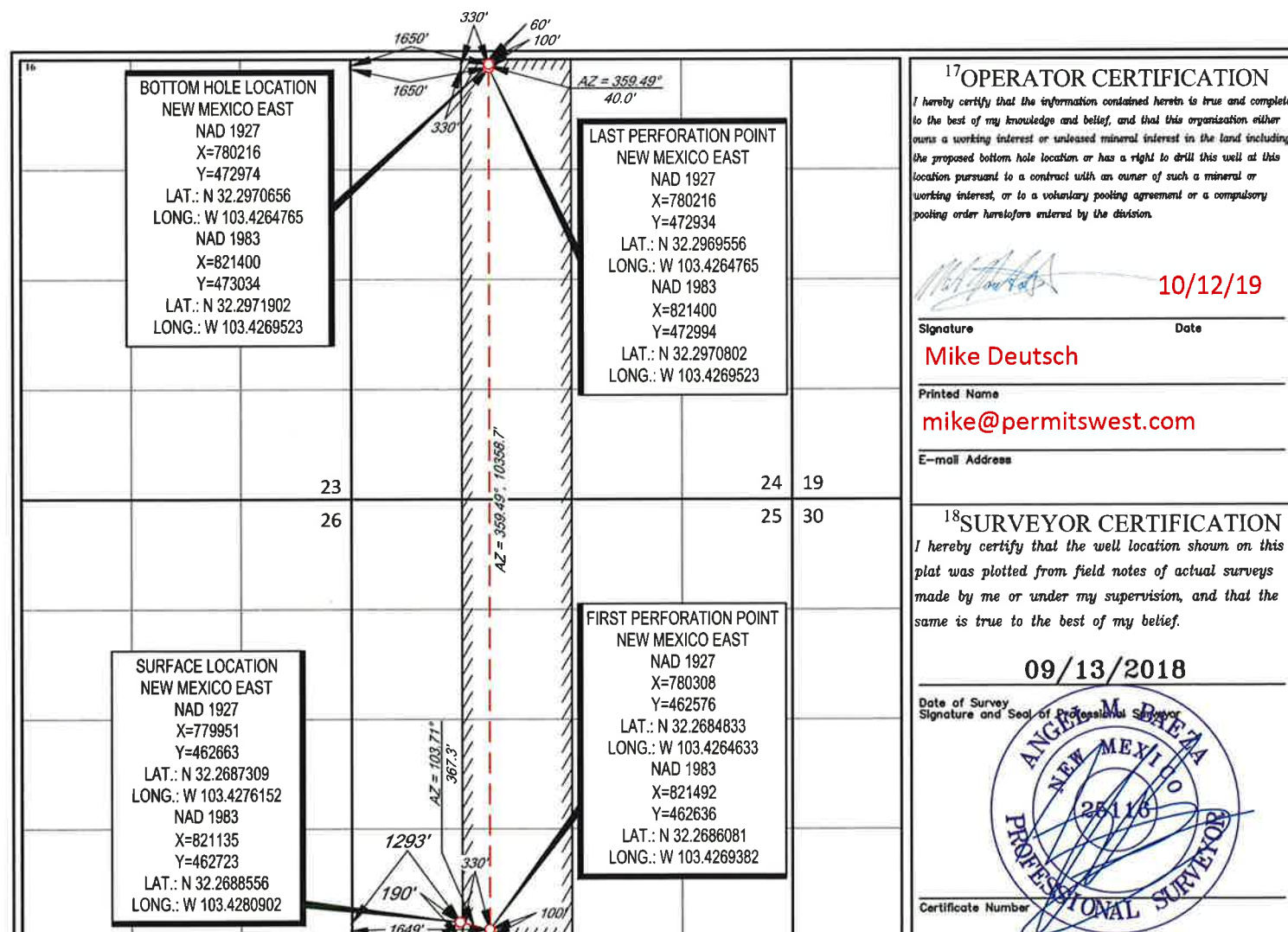
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>190'</b>	<b>SOUTH</b>	<b>1293'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>24</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>1650'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-49145</b>	<sup>2</sup> Pool Code <b>2200</b>	<sup>3</sup> Pool Name <b>ANTELOPE RIDGE; BONE SPRING</b>
<sup>4</sup> Property Code <b>331063</b>	<sup>5</sup> Property Name <b>JEFF HART FED COM</b>	
<sup>7</sup> OGRID No. <b>228937</b>	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>6</sup> Well Number <b>#132H</b> <sup>9</sup> Elevation <b>3394'</b>

<sup>10</sup>Surface Location

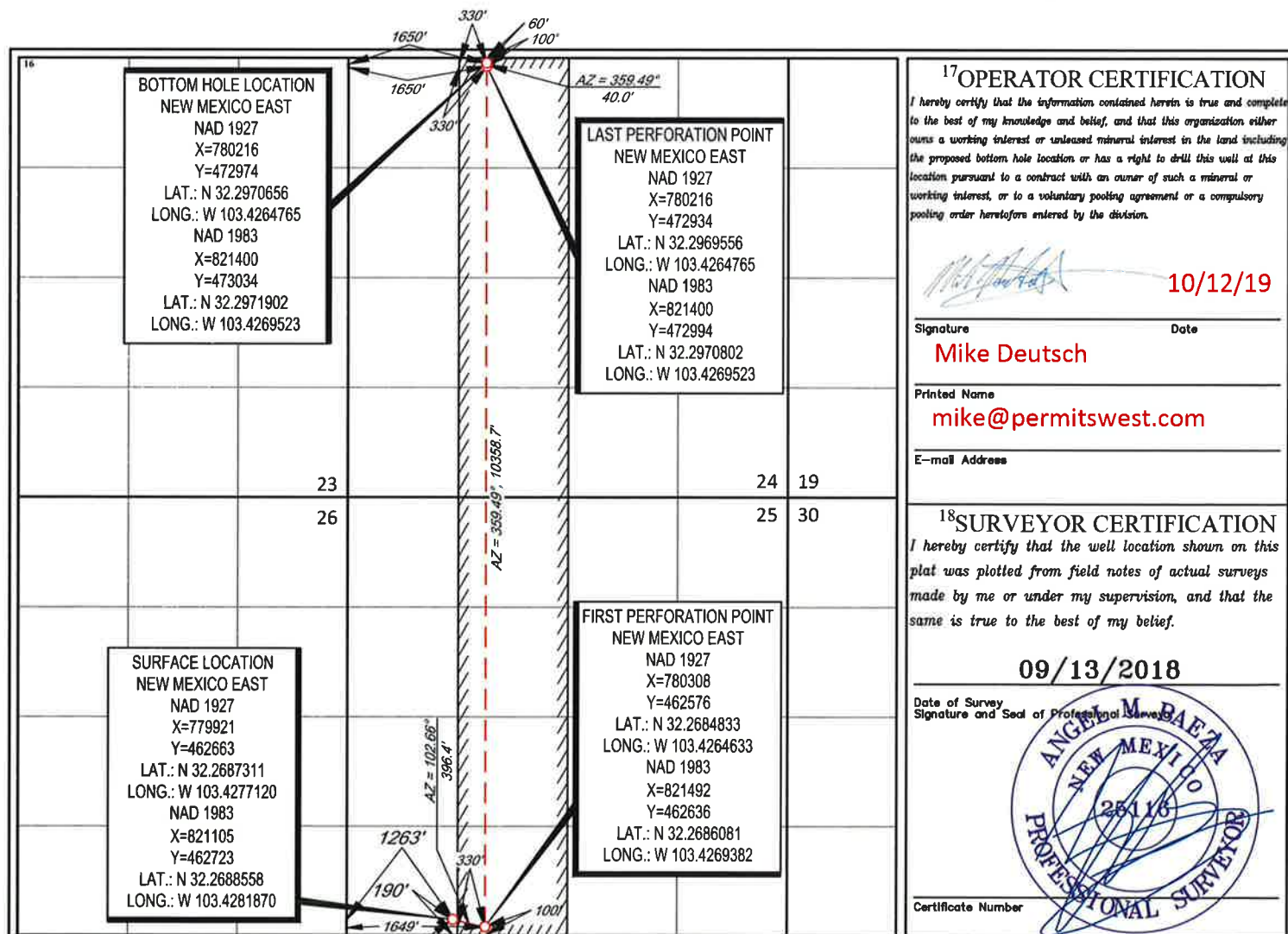
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>25</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>190'</b>	<b>SOUTH</b>	<b>1263'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>24</b>	<b>23-S</b>	<b>34-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>1650'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: Matador Production Company

OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240

APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ Yes ☐ No

**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

(2) Are any wells producing at top allowables? ☐ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.

(4) Measurement type: ☐ Metering ☐ Other (Specify)

(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**

Please attach sheets with the following information

(1) Pool Name and Code- [2200] ANTELOPE RIDGE; BONE SPRING

(2) Is all production from same source of supply? ☒ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No

(4) Measurement type: ☒ Metering ☐ Other (Specify)

**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**

Please attached sheets with the following information

(1) Is all production from same source of supply? ☐ Yes ☐ No

(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: 

TITLE: Production Engineer

DATE: 2-3-22

TYPE OR PRINT NAME Ryan Hernandez

TELEPHONE NO.: (972) 619-1276

E-MAIL ADDRESS: rhernandez@matadorresources.com



# Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240  
Voice 972.371.5427 • Fax 972.371.5201  
[rhernandez@matadorresources.com](mailto:rhernandez@matadorresources.com)

---

Ryan Hernandez  
Production Engineer

February 8, 2022

New Mexico Oil Conservation Division  
1220 South St. Francis Drive  
Santa Fe, NM 87505

**Re: Application of Matador Production Company for administrative approval to surface commingle (lease) gas and oil production from the spacing units comprised of W/2 of Section 24 & 25, Township 23 South, Range 34 East, NMPM, Lea County, New Mexico (the "Lands").**

To Whom This May Concern,

Matador Production Company ("Matador"), OGRID: 228937, requests to commingle current oil and gas production from six (6) distinct wells located on the Lands and future production from the Lands as described herein. All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the Enterprise Products Partners, L.P. gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

The orifice meter is the preferred measurement device utilized by midstream and E&P companies in natural gas measurement. The gas samples are obtained at the time of the meter testing/calibration and the composition and heating value are determined by a laboratory in accordance with American Petroleum Institute (API) specifications to ensure accurate volume and Energy (MMBTU) determinations. See example from FESCO attached as **Exhibit B** hereto.

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. This PFD shows that the water, oil, and gas exit the wellbore and flow into a wellhead three-phase separator which separates the oil, gas, and water. The oil is measured via turbine meter which is calibrated periodically in accordance with industry specifications by a third party measurement company for accuracy. The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled



with each of the other wells' metered gas, as shown on **Exhibit A**. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the Tank Battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. Enterprise Products Partners, L.P. has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'R. Hernandez', with a stylized flourish extending to the right.

Ryan Hernandez  
Production Engineer



**FESCO, Ltd.**  
**1100 Fesco Ave. - Alice, Texas 78332**

**For:** Matador Production Company  
One Lincoln Centre  
5400 LBJ Freeway, Suite 1500  
Dallas, Texas 75240

**Sample:** Jeff Hart State COM No. 134H  
First Stage Separator Gas  
Spot Gas Sample @ 270 psig & 133 °F

Date Sampled: 09/01/2019

Job Number: 193060.001

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286**

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.486	
Carbon Dioxide	0.242	
Methane	75.950	
Ethane	11.689	3.201
Propane	5.967	1.683
Isobutane	0.694	0.233
n-Butane	1.825	0.589
2-2 Dimethylpropane	0.006	0.002
Isopentane	0.438	0.164
n-Pentane	0.461	0.171
Hexanes	0.445	0.188
Heptanes Plus	<u>0.797</u>	<u>0.317</u>
Totals	100.000	6.549

**Computed Real Characteristics Of Heptanes Plus:**

Specific Gravity ----- 3.292 (Air=1)  
Molecular Weight ----- 94.94  
Gross Heating Value ----- 4947 BTU/CF

**Computed Real Characteristics Of Total Sample:**

Specific Gravity ----- 0.766 (Air=1)  
Compressibility (Z) ----- 0.9958  
Molecular Weight ----- 22.10  
Gross Heating Value  
Dry Basis ----- 1337 BTU/CF  
Saturated Basis ----- 1314 BTU/CF

\*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)  
Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) D. Field  
Analyst: NG  
Processor: RG  
Cylinder ID: T-4498

Certified: FESCO, Ltd. - Alice, Texas

David Dannhaus 361-661-7015

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286**  
**TOTAL REPORT**

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	1.486		1.884
Carbon Dioxide	0.242		0.482
Methane	75.950		55.134
Ethane	11.689	3.201	15.904
Propane	5.967	1.683	11.906
Isobutane	0.694	0.233	1.825
n-Butane	1.825	0.589	4.800
2,2 Dimethylpropane	0.006	0.002	0.020
Isopentane	0.438	0.164	1.430
n-Pentane	0.461	0.171	1.505
2,2 Dimethylbutane	0.004	0.002	0.016
Cyclopentane	0.067	0.029	0.213
2,3 Dimethylbutane	0.000	0.000	0.000
2 Methylpentane	0.132	0.056	0.515
3 Methylpentane	0.079	0.033	0.308
n-Hexane	0.163	0.069	0.636
Methylcyclopentane	0.088	0.031	0.335
Benzene	0.100	0.029	0.353
Cyclohexane	0.138	0.048	0.525
2-Methylhexane	0.021	0.010	0.095
3-Methylhexane	0.028	0.013	0.127
2,2,4 Trimethylpentane	0.000	0.000	0.000
Other C7's	0.070	0.031	0.314
n-Heptane	0.048	0.023	0.218
Methylcyclohexane	0.088	0.036	0.391
Toluene	0.070	0.024	0.292
Other C8's	0.063	0.030	0.314
n-Octane	0.018	0.009	0.093
Ethylbenzene	0.007	0.003	0.034
M & P Xylenes	0.010	0.004	0.048
O-Xylene	0.003	0.001	0.014
Other C9's	0.024	0.012	0.137
n-Nonane	0.005	0.003	0.029
Other C10's	0.011	0.007	0.070
n-Decane	0.002	0.001	0.013
Undecanes (11)	<u>0.003</u>	<u>0.002</u>	<u>0.020</u>
Totals	100.000	6.549	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.766	(Air=1)
Compressibility (Z) -----	0.9958	
Molecular Weight -----	22.10	
Gross Heating Value		
Dry Basis -----	1337	BTU/CF
Saturated Basis -----	1314	BTU/CF



**FESCO, Ltd.****1100 Fesco Ave. - Alice, Texas 78332****Sample:** Jeff Hart State COM No. 134H

First Stage Separator Gas

Spot Gas Sample @ 270 psig &amp; 133 °F

Date Sampled: 09/01/2019

Job Number: 193060.001

**GLYCALC FORMAT**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>	<b>Wt %</b>
Carbon Dioxide	0.242		0.482
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.486		1.884
Methane	75.950		55.134
Ethane	11.689	3.201	15.904
Propane	5.967	1.683	11.906
Isobutane	0.694	0.233	1.825
n-Butane	1.831	0.592	4.820
Isopentane	0.438	0.164	1.430
n-Pentane	0.461	0.171	1.505
Cyclopentane	0.067	0.029	0.213
n-Hexane	0.163	0.069	0.636
Cyclohexane	0.138	0.048	0.525
Other C6's	0.215	0.091	0.839
Heptanes	0.255	0.108	1.089
Methylcyclohexane	0.088	0.036	0.391
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.100	0.029	0.353
Toluene	0.070	0.024	0.292
Ethylbenzene	0.007	0.003	0.034
Xylenes	0.013	0.005	0.062
Octanes Plus	<u>0.126</u>	<u>0.065</u>	<u>0.676</u>
Totals	100.000	6.549	100.000

**Real Characteristics Of Octanes Plus:**

Specific Gravity ----- 4.118 (Air=1)  
Molecular Weight ----- 118.77  
Gross Heating Value ----- 6270 BTU/CF

**Real Characteristics Of Total Sample:**

Specific Gravity ----- 0.766 (Air=1)  
Compressibility (Z) ----- 0.9958  
Molecular Weight ----- 22.10  
Gross Heating Value  
Dry Basis ----- 1337 BTU/CF  
Saturated Basis ----- 1314 BTU/CF

## Exhibit 4

### Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 17<sup>th</sup> day of **November, 2021**, 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:

**W2W2 of Sections 25 & 24, Township 23S, Range 34E, Lea County, New Mexico.**

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural 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 **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $7/8^{\text{th}}$  should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized 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 **November 17, 2021**, 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.

**Operator:** Matador Production Company

\_\_\_\_\_  
Signature of Authorized Agent

**By:** Craig N. Adams Executive Vice President  
Name & Title of Authorized Agent

**Date:** \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production 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**

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

**Date:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

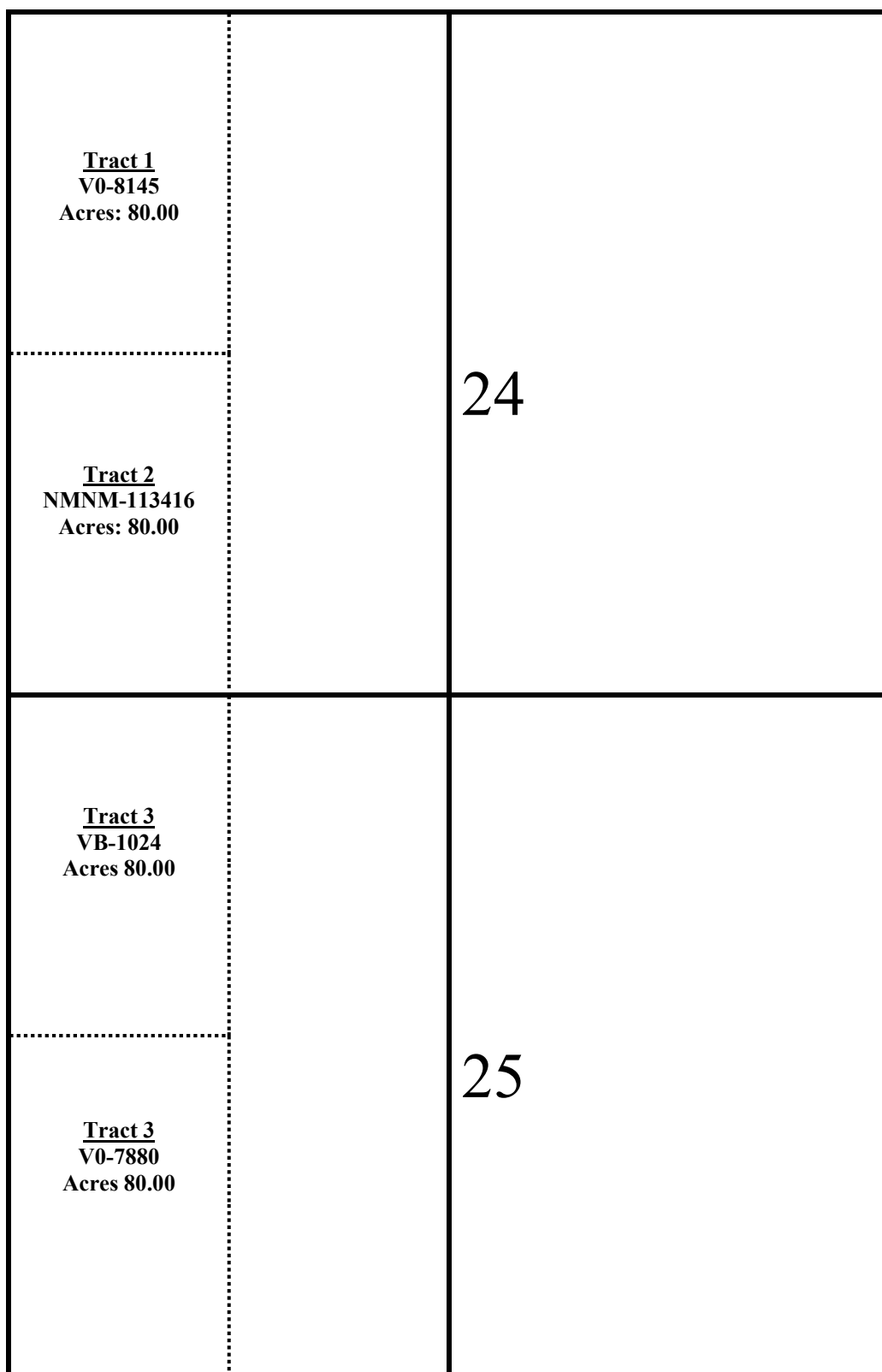
\_\_\_\_\_  
My Commission Expires

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

**EXHIBIT "A"**

Plat of communitized area covering **320.00** acres in **W2W2** of Sections **25 & 24**, Township **23** South, Range **34** East, **Lea** County, New Mexico.

Jeff Hart Fed Com 25&24-23S-34E #111H & #121H



**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated November 17, 2021, embracing the following described land in the E2W2 of sections 25 and 24 of Township 23 South, Range 34 East, Lea County, New Mexico.

Operator of Communitized Area: **Matador Production Company**

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

<b>Lease Serial No.:</b>	V0-8145
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: W/2NW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 2**

<b>Lease Serial No.:</b>	NMNM-113416
<b>Lessor:</b>	Bureau of Land Management
<b>Current Lessee of Record:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: W/2SW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company



**TRACT NO. 3**

<b>Lease Serial No.:</b>	VB-1024
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: W/2NW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 4**

<b>Lease Serial No.:</b>	V0-7880
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: W/2SW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.00	25.00%
<b>2</b>	80.00	25.00%
<b>3</b>	80.00	25.00%
<b>4</b>	80.00	25.00%
<b>Total</b>	<b>320.00</b>	<b>100.00%</b>

18244117\_v1

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **17<sup>th</sup>** day of **November, 2021**, 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:

**E2W2 of Sections 25 & 24, Township 23S, Range 34E, Lea County, New Mexico.**

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural 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 **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $7/8^{\text{th}}$  should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized 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 **November 17, 2021**, 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.

**Operator:** Matador Production Company

\_\_\_\_\_  
Signature of Authorized Agent

**By:** Craig N. Adams Executive Vice President  
Name & Title of Authorized Agent

**Date:** \_\_\_\_\_



## ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production 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**

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

**Date:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President 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

**EXHIBIT "A"**

Plat of communitized area covering **320.00** acres in **E2W2** of Sections **25 & 24**, Township **23** South, Range **34** East, **Lea** County, New Mexico.

Jeff Hart Fed Com 25&24-23S-34E #122H & #132H

	<u><b>Tract 1</b></u> <b>V0-8145</b> <b>Acres: 80.00</b>	
	<u><b>Tract 2</b></u> <b>VB-1298</b> <b>Acres 40.00</b>	<b>24</b>
	<u><b>Tract 3</b></u> <b>NMNM-113416</b> <b>Acres: 40.00</b>	
	<u><b>Tract 4</b></u> <b>VB-1024</b> <b>Acres: 80.00</b>	
	<u><b>Tract 5</b></u> <b>V0-7880</b> <b>Acres: 80.00</b>	<b>25</b>

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated November 17, 2021, embracing the following described land in the E2W2 of sections 25 and 24 of Township 23 South, Range 34 East, Lea County, New Mexico.

Operator of Communitized Area: **Matador Production Company**

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

<b>Lease Serial No.:</b>	V0-8145
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: E/2NW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 2**

<b>Lease Serial No.:</b>	VB-1298
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: NE/4SW/4
<b>Number of Acres:</b>	40.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 3**

<b>Lease Serial No.:</b>	NMNM-113416
<b>Lessor:</b>	Bureau of Land Management
<b>Current Lessee of Record:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: SE/4SW/4
<b>Number of Acres:</b>	40.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 4**

<b>Lease Serial No.:</b>	VB-1024
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: E/2NW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 5**

<b>Lease Serial No.:</b>	V0-7880
<b>Lessor:</b>	State of New Mexico
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: E/2SW/4
<b>Number of Acres:</b>	80.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company



**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.00	25.00%
<b>2</b>	40.00	12.50%
<b>3</b>	40.00	12.50%
<b>4</b>	80.00	25.00%
<b>5</b>	80.00	25.00%
<b>Total</b>	<b>320.00</b>	<b>100.00%</b>

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**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**  
Revised Feb. 2013

**ONLINE Version  
COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"  
W I T N E S S E T H:

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

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

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

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

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

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

Subdivisions W2W2,

Sect 25&24, T 23S, R 34E, NMPM Lea County NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the crude oil and associated natural gas (hereinafter referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November** \_\_\_\_\_ Month **17<sup>th</sup>** Day, **2021** Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator: Matador Production Company

By: Craig N. Adams – Executive Vice President  
Name & Title of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

#### ACKNOWLEDGEMENT

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by **Craig N. Adams, as Executive Vice President for Matador Production Company**, on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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

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

**MRC Permian Company**

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

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

**STATE OF TEXAS**

§

**COUNTY OF DALLAS**

§

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by **Craig N. Adams, as Executive Vice President**, for **MRC Permian Company** on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

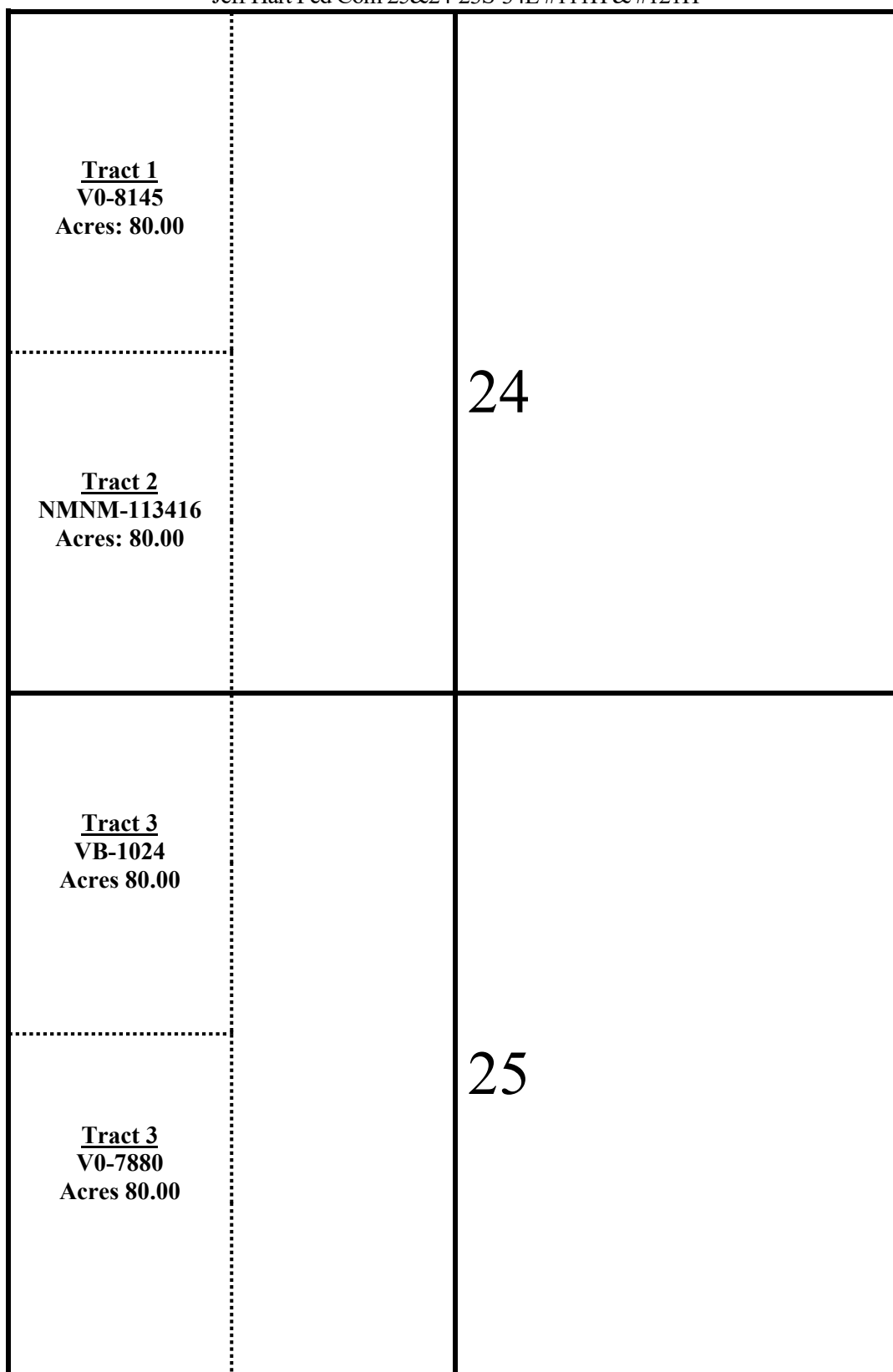
My commission expires \_\_\_\_\_



**EXHIBIT A**

To Communitization Agreement dated November 17, 2021  
Plat of communitized area covering the W2W2, of Sections 25 & 24, T23 South, R 34 East, NMPM, Lea  
County, NM.

Jeff Hart Fed Com 25&24-23S-34E #111H & #121H



**EXHIBIT B**

To Communitization Agreement dated **November 17, 2021**, embracing the Subdivisions **W2W2** of Sections **25 & 24**, T **23S**, R**34E**, N.M.P.M., **Lea** County, NM

Operator of Communitized Area: **Matador Production Company**

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

<b>Lease Serial No.:</b>	V0-8145
<b>Lease Date:</b>	11/1/2007
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: W/2NW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Name and WI Owners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 2**

<b>Lease Serial No.:</b>	NMNM-113416
<b>Lease Date:</b>	3/1/2005
<b>Present Lessee:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: W/2SW/4
<b>Number of Acres:</b>	80.00
<b>Name and WI Owners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 3**

<b>Lease Serial No.:</b>	VB-1024
<b>Lease Date:</b>	10/1/2006
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: W/2NW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	3/16 <sup>th</sup>
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 4**

<b>Lease Serial No.:</b>	V0-7880
<b>Lease Date:</b>	10/1/2006
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: W/2SW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**RECAPITULATION**

<b>Tract Numbers</b>	<b>Numbers of Acres</b>	<b>Percentage of Interest in Communitied Area</b>
<b>Tract 1</b>	<b>80.00</b>	<b>25%</b>
<b>Tract 2</b>	<b>80.00</b>	<b>25%</b>
<b>Tract 3</b>	<b>80.00</b>	<b>25%</b>
<b>Tract 4</b>	<b>80.00</b>	<b>25%</b>
<b>Total Acreage</b>	<b>320.00</b>	<b>100%</b>

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**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**

Revised Feb. 2013

**ONLINE Version  
COMMUNITIZATION AGREEMENT**

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"  
W I T N E S S E T H:

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

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

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

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

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

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

Subdivisions E2W2,

Sect 25&24, T 23S, R 34E, NMPM Lea County NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the crude oil and associated natural gas (hereinafter referred to as "communitized substances") producible from such formation.

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



8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November** \_\_\_\_\_ Month **17<sup>th</sup>** Day, **2021** Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator: Matador Production Company

By: Craig N. Adams – Executive Vice President  
Name & Title of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

#### ACKNOWLEDGEMENT

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by **Craig N. Adams, as Executive Vice President for Matador Production Company**, on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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

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

**MRC Permian Company**

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

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

**STATE OF TEXAS**

§

**COUNTY OF DALLAS**

§

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by **Craig N. Adams, as Executive Vice President**, for **MRC Permian Company** on behalf of said corporation.

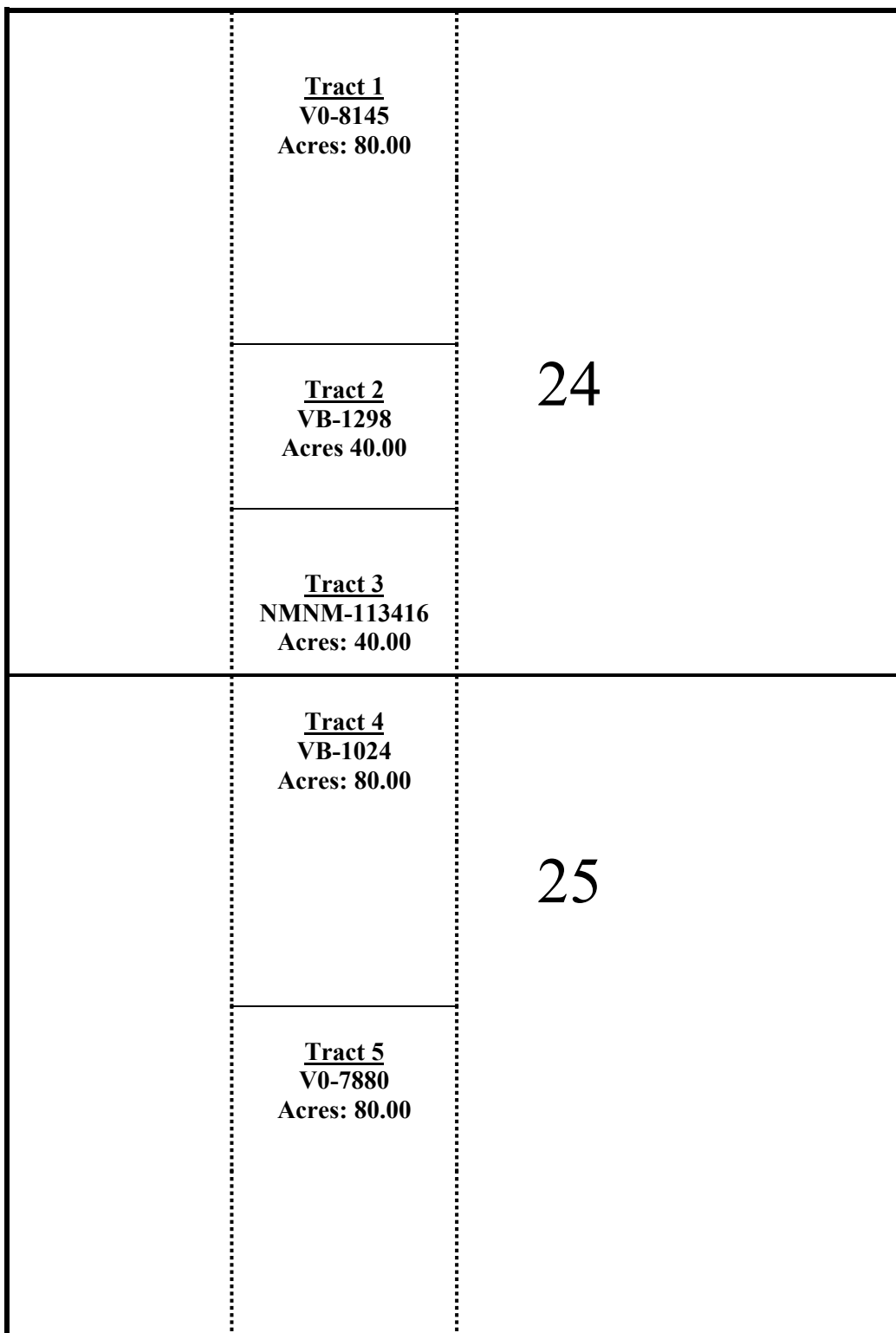
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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

**EXHIBIT A**To Communitization Agreement dated **November 17, 2021**Plat of communitized area covering the **E2W2**, of Sections **25 & 24, T23 South, R 34 East**, NMPM, **Lea** County,  
NM.

Jeff Hart Fed Com 25&amp;24-23S-34E #122H &amp; #132H



**EXHIBIT B**

To Communitization Agreement dated **November 17, 2021**, embracing the Subdivisions **E2W2** of Sections **25** & **24**, T **23S**, R**34E**, N.M.P.M., **Lea** County, NM

Operator of Communitized Area: **Matador Production Company**

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

<b>Lease Serial No.:</b>	V0-8145
<b>Lease Date:</b>	11/1/2007
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: E/2NW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Name and WI Owners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 2**

<b>Lease Serial No.:</b>	VB-1298
<b>Lease Date:</b>	12/1/2007
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: NE/4SW/4
<b>Number of Acres:</b>	40.00
<b>Royalty Rate:</b>	3/16 <sup>th</sup>
<b>Name and WI Owners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 3**

<b>Lease Serial No.:</b>	NMNM-113416
<b>Lessor:</b>	Bureau of Land Management
<b>Present Lessee:</b>	ADVANCE ENERGY PARTNERS HAT MESA, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 24: SE/4SW/4
<b>Number of Acres:</b>	40.00
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 4**

<b>Lease Serial No.:</b>	VB-1024
<b>Lease Date:</b>	10/1/2006
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: E/2NW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	3/16 <sup>th</sup>
<b>Name and WIOwners:</b>	Advance Energy Partners, LLC MRC Permian Company

**TRACT NO. 5**

<b>Lease Serial No.:</b>	V0-7880
<b>Lease Date:</b>	10/1/2006
<b>Lease Term:</b>	5 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	MRC Permian Company
<b>Description of Land Committed: Subdivisions:</b>	Township 23 South, Range 34 East, Section 25: E/2SW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Name and WI Owners:</b>	Advance Energy Partners, LLC MRC Permian Company

**RECAPITULATION**

<b>Tract Numbers</b>	<b>Numbers of Acres</b>	<b>Percentage of Interest in Communitied Area</b>
<b>Tract 1</b>	<b>80.00</b>	<b>25.00%</b>
<b>Tract 2</b>	<b>40.00</b>	<b>12.50%</b>
<b>Tract 3</b>	<b>40.00</b>	<b>12.50%</b>
<b>Tract 4</b>	<b>80.00</b>	<b>25.00%</b>
<b>Tract 5</b>	<b>80.00</b>	<b>25.00%</b>
<b>Total Acreage</b>	<b>320.00</b>	<b>100%</b>

18244126\_v1



**NEW MEXICO STATE LAND OFFICE****CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

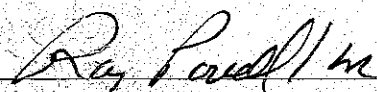
**Regeneration Energy, Corporation  
State R Com Well No. 1  
Lea County, New Mexico  
All, Section 25, Township 23 South, Range 34 East  
Bone Spring**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced agreement, dated **September 1, 2011** which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 23rd day of September, 2011.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

## STATE LAND OFFICE DATA ACCESS

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## communitization agreement

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Communitization Name:

## STATE R COM WELL #1H

Current Operator:

Original Operator: REGENERATION ENERGY, CORPORATION [\[Operator Details\]](#)

PUN: 1324859

Status: APP

Institution: CS

OCD Order Number 0

Approval Date: 09-23-2011

Effective Date: 09-01-2011

Termination Date: 12-31-9999

Termination Reason:

Remarks: COM COVERS BS

Location:

LEA County

Section Township Range STR Location

25 23S 34E ALL [\[Land Details\]](#)

Acreage:

Fee: 0

Indian: 0

State: 640

Federal: 0

Total: 640

Leases in this agreement:

V0-7880-0002 [\[Lease Information\]](#)VB-1024-0002 [\[Lease Information\]](#)

Wells in this agreement:

API Number	Well Number	Township	Range	Section	Unit	Lot	Pool Name	Property Name
<a href="#">3002525269</a>	001H	23S	34E	25	C		ANTELOPE RIDGE;BONE SPRING	STATE R COM

**Exhibit 5**

ADDR1	ADDR2	ADDR3	ADDR4	ADDR5	ADDR6
Advance Energy Partners, LLC	11490 Westheimer Road	Suite 950	Houston	TX	77077
ALLAR DEVELOPMENT LLC	PO BOX 1567		Graham	TX	76450
BARRETT PROPERTIES INC	PO BOX 1185		Alto	NM	88312
MARTIN JOYCE K	PO BOX 2142		Roswell	NM	88202
McMullen Minerals LLC	PO Box 470857		Fort Worth	TX	76147
Merrion Oil & Gas Corporation	610 Reilly Ave		Farmington	NM	87401
NESTEGG ENERGY CORPORATION	2308 SIERRA VISTA ROAD		Artesia	NM	88210
New Mexico State Land Office	P O Box 1148		Santa Fe	NM	87504
Pegasus Resources LLC	P O Box 733980		Dallas	TX	75373
Viper Energy Partners LLC	515 CENTRAL PARK DR	STE 100	Oklahoma City	OK	73105
WALTER KURT FINKBEINER	PO Box 5052		Midland	TX	79704
Bureau of Land Management	301 Dinosaur Trail		Santa Fe	NM	87508
Bureau of Land Management	620 E Greene St.		Carlsbad	NM	88220



**Adam G. Rankin**  
**Phone** (505) 954-7294  
**Fax** (505) 819-5579  
AGRankin@hollandhart.com

February 17, 2022

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company for administrative approval to surface commingle (lease commingle) oil and gas production at the Jeff Hart West Tank Battery located in the SW/4SW/4 of Section 25, Township 23 South, Range 34 East, NMPM, Lea County, New Mexico, and to add additional wells.**

Ladies and Gentlemen:

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

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

Kyle Perkins  
Matador Production Company  
(972) 371-5202  
kperkins@matadorresources.com

Sincerely,

A handwritten signature in blue ink, appearing to read "A.G. Rankin", with a long horizontal flourish extending to the right.

Adam G. Rankin  
ATTORNEY FOR  
MATADOR PRODUCTION COMPANY

Parent ID	Mail Date	Name	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	02/17/2022	Advance Energy Partners, LLC	11490 Westheimer Rd Ste 950	Houston	TX	77077-6841	Certified with Return Receipt (Signature)	9414811898765847564313	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 1
31309	02/17/2022	ALLAR DEVELOPMENT LLC	PO Box 1567	Graham	TX	76450-7567	Certified with Return Receipt (Signature)	9414811898765847564351	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 2
31309	02/17/2022	BARRETT PROPERTIES INC	PO Box 1185	Alto	NM	88312-1185	Certified with Return Receipt (Signature)	9414811898765847564368	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 3
31309	02/17/2022	MARTIN JOYCE K	PO Box 2142	Roswell	NM	88202-2142	Certified with Return Receipt (Signature)	9414811898765847564320	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 4
31309	02/17/2022	McMullen Minerals LLC	PO Box 470857	Fort Worth	TX	76147-0857	Certified with Return Receipt (Signature)	9414811898765847564306	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 5
31309	02/17/2022	Merrion Oil & Gas Corporation	610 Reilly Ave	Farmington	NM	87401-2634	Certified with Return Receipt (Signature)	9414811898765847564399	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 6
31309	02/17/2022	NESTEGG ENERGY CORPORATION	2308 Sierra Vista Rd	Artesia	NM	88210-9409	Certified with Return Receipt (Signature)	9414811898765847564344	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 7
31309	02/17/2022	New Mexico State Land Office	PO Box 1148	Santa Fe	NM	87504-1148	Certified with Return Receipt (Signature)	9414811898765847564382	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 8
31309	02/17/2022	Pegasus Resources LLC	PO Box 733980	Dallas	TX	75373-3980	Certified with Return Receipt (Signature)	9414811898765847564337	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 9
31309	02/17/2022	Viper Energy Partners LLC	515 Central Park Dr Ste 100	Oklahoma City	OK	73105-1756	Certified with Return Receipt (Signature)	9414811898765847564375	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 10

Parent ID	Mail Date	Name	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	02/17/2022	WALTER KURT FINKBEINER	PO Box 5052	Midland	TX	79704-5052	Certified with Return Receipt (Signature)	9414811898765847564016	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 11
31309	02/17/2022	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Certified with Return Receipt (Signature)	9414811898765847564061	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 12
31309	02/17/2022	Bureau of Land Management	620 E Greene St	Carlsbad	NM	88220-6292	Certified with Return Receipt (Signature)	9414811898765847564023	71874 - Exhibit 5 - Notice List for Jeff Hart West Commingling 18259127v1 - 13

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Adam Rankin](#); [Paula M. Vance](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Dawson, Scott](#)  
**Subject:** Approved Administrative Order CTB-1049  
**Date:** Monday, August 8, 2022 9:10:35 AM  
**Attachments:** [CTB1049 Order.pdf](#)

NMOCD has issued Administrative Order CTB-1049 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49077	Jeff Hart Federal Com #112H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49143	Jeff Hart Federal Com #122H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49145	Jeff Hart Federal Com #132H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49076	Jeff Hart Federal Com #111H	W/2 W/2	24-23S-34E	2200
		W/2 W/2	25-23S-34E	
30-025-49142	Jeff Hart Federal Com #121H	W/2 W/2	24-23S-34E	2200
		W/2 W/2	25-23S-34E	
30-025-49720	Jeff Hart State Com #131H	W/2 W/2	25-23S-34E	2200

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

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

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



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

**APPLICATION FOR SURFACE COMMINGLING**

**SUBMITTED BY MATADOR PRODUCTION COMPANY**

**ORDER NO. CTB-1049**

**ORDER**

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

**FINDINGS OF FACT**

1. Matador Production Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

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

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

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

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

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a

description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or

well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ADRIENNE E. SANDOVAL  
DIRECTOR**

**DATE:** 8/07/2022

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **CTB-1049**

Operator: **Matador Production Company (228937)**

Central Tank Battery: **Jeff Hart West Tank Battery**

Central Tank Battery Location: **UL M, Section 25, Township 23 South, Range 34 East**

Gas Title Transfer Meter Location: **UL M, Section 25, Township 23 South, Range 34 East**

### Pools

Pool Name	Pool Code
<b>ANTELOPE RIDGE; BONE SPRING</b>	<b>2200</b>

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

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMSLO PUN 1324859	All	25-23S-34E
VO 81450003	NW/4	24-23S-34E
NMNM 113416	L M N	24-23S-34E
VB 10240003	NW/4	25-23S-34E
VO 78800003	SW/4	25-23S-34E
VB 12980003	K	24-23S-34E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49077	Jeff Hart Federal Com #112H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49143	Jeff Hart Federal Com #122H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49145	Jeff Hart Federal Com #132H	E/2 W/2	24-23S-34E	2200
		E/2 W/2	25-23S-34E	
30-025-49076	Jeff Hart Federal Com #111H	W/2 W/2	24-23S-34E	2200
		W/2 W/2	25-23S-34E	
30-025-49142	Jeff Hart Federal Com #121H	W/2 W/2	24-23S-34E	2200
		W/2 W/2	25-23S-34E	
30-025-49720	Jeff Hart State Com #131H	W/2 W/2	25-23S-34E	2200

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **CTB-1049**  
Operator: **Matador Production Company (228937)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 144455	W/2 W/2	24-23S-34E	320	A
	W/2 W/2	25-23S-34E		
CA Bone Spring NMNM 144456	E/2 W/2	24-23S-34E	320	B
	E/2 W/2	25-23S-34E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 81450003	W/2 NW/4	24-23S-34E	80	A
NMNM 113416	W/2 SW/4	24-23S-34E	80	A
VB 10240003	W/2 NW/4	25-23S-34E	80	A
VO 78800003	W/2 SW/4	25-23S-34E	80	A
VO 81450003	E/2 NW/4	24-23S-34E	80	B
VB 12980003	NE/4 SW/4	24-23S-34E	40	B
NMNM 113416	SE/4 SW/4	24-23S-34E	40	B
VB 10240003	E/2 NW/4	25-23S-34E	80	B
VO 78800003	E/2 SW/4	25-23S-34E	80	B

**District I**

1625 N. French Dr., Hobbs, NM 88240  
Phone:(575) 393-6161 Fax:(575) 393-0720

**District II**

811 S. First St., Artesia, NM 88210  
Phone:(575) 748-1283 Fax:(575) 748-9720

**District III**

1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170

**District IV**

1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 83170

**CONDITIONS**

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 83170
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	8/8/2022