

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

Signature

Date

Phone Number

e-mail Address



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

November 23, 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) oil and gas production from spacing units comprised of Section 16, the W/2 of Section 15 and the W/2 SE/4 of Section 15, Township 22 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands")**

Dear Ms. Sandoval:

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

(a) The 240-acre spacing unit comprised of the N/2 N/2 of Section 16 and the N/2 NW/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the **Barry Miller State Com #121H** (API. No. 30-015-49803);

(b) The 240-acre spacing unit comprised of the S/2 N/2 of Section 16 and the S/2 NW/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the **Barry Miller State Com #122H** (API. No. 30-015-49801);

(c) The 280-acre spacing unit comprised of the N/2 S/2 of Section 16, and the N/2 SW/4 and the NW/4 SE/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the **Michael Ryan State Com #123H** (API. No. 30-015-49822);

(d) The 280-acre spacing unit comprised of the S/2 S/2 of Section 16, and the S/2 SW/4 and the SW/4 SE/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the **Michael Ryan State Com #204H<sup>1</sup>** (API. No. 30-0215-49984); and

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<sup>1</sup> Matador has submitted a Sundry Notice to change the name to the **Michael Ryan State Com #128H**, which is why it is listed as such on **Exhibit 1**.



**Paula M. Vance**  
**Associate**  
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(e) Pursuant to 19.15.12.10.C(4)(g), *future Culebra Bluff; Bone Spring, South [15011] spacing units connected to the Michael Ryan 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 **Michael Ryan Tank Battery** located on the quarter-quarter line between the SW/4 NW/4 (Unit E) and the NW/4 SW/4 (Unit L) of Section 16. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using 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 completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Omar Enriquez, Senior 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 3** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units.

**Exhibit 4** includes relevant communitization agreements.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the New Mexico State Land Office since state lands are involved.

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

Sincerely,

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

Paula M. Vance  
**ATTORNEY FOR MATADOR PRODUCTION  
COMPANY**

# Michael Ryan Commingling Map

Date Published:  
11/3/2022

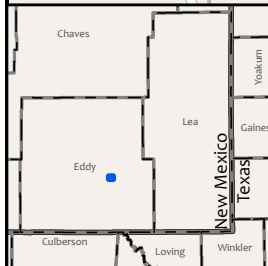
Barry Miller State Com #121H - API 30015498030000

Barry Miller State Com #122H - API 30015498010000

Michael Ryan State Com #123H - API 30015498220000

Michael Ryan Fed Com #128H - API 30015499840000

22S 28E

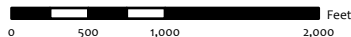


- |                           |              |                    |                    |                        |
|---------------------------|--------------|--------------------|--------------------|------------------------|
| ● Well Surface            | Well Pad     | Fee Acreage        | State L0-7012-0004 | ~240 Acre Spacing Unit |
| ■ Well Bottom             | Facility Pad | Fee Acreage        | State L0-7012-0006 | ~280 Acre Spacing Unit |
| - - - Horizontal_Wellbore | Fee Acreage  | State LG-0018-0003 | Fed NMNM 019186    |                        |



## 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 planning purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



1:15,000

1 inch equals 1,250 feet

EXHIBIT 1

Map Prepared by: amercio.gamarral  
Date: November 3, 2022  
Project: \\gis\UserData\agamarra\~temp\20221025 Michael Ryan Commingling Map\Michael Ryan Commingling Map.aprx  
Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 Feet  
Sources: IHS; ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department;  
Texas Cooperative Wildlife Collection, Texas A&M University;  
United States Census Bureau (TIGER);

District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
811 S. First St., Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

OPERATOR NAME: 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	Value of Non- 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) Metering via well test  
(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- Culebra Bluff; Bone Spring, South (15011)  
(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: Omar Enriquez TITLE: Production Engineer DATE: 10/20/2022  
TYPE OR PRINT NAME Omar Enriquez TELEPHONE NO.: (972) 371 5200  
E-MAIL ADDRESS: oenriquez@matadorresources.com

# Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240  
Voice 972.587.4638 • Fax 972.371.5201  
[oenriquez@matadorresources.com](mailto:oenriquez@matadorresources.com)

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Omar Enriquez  
Senior Production Engineer

October 20, 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 commingle) Production from the Horizontal Spacing Units Comprising of Section 16, W2 of Section 15 and the W2 SE4 of Section 15 Township 22 South, Range 28 East, NMPM, Eddy County, New Mexico (the “Lands”)**

To Whom This May Concern,

Matador Production Company (“Matador”), OGRID: 228937, requests to commingle future oil and gas production from four (4) 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 Longwood 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 Laboratory Services 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. Longwood Midstream LLC. 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

Omar  
Enriquez

Digitally signed by Omar Enriquez  
DN: cn=Omar Enriquez, o, ou,  
email=oenriquez@matadorresources.com, c=US  
Date: 2022.10.21 13:36:14 -05'00'

Omar Enriquez  
Sr. Production Engineer









www.permianls.com  
575.397.3713 2609 W Marland Hobbs NM 88240

## C6+ Gas Analysis Report

9163G	40-30021	Dr Scrivner Check	
Sample Point Code	Sample Point Name	Sample Point Location	
Laboratory Services	2021049430	1410	Klint F - Spot
Source Laboratory	Lab File No	Container Identity	Sampler
USA	USA	USA	New Mexico
District	Area Name	Field Name	Facility Name
Dec 6, 2021 09:50	Dec 6, 2021 09:50	Dec 16, 2021 09:27	Dec 16, 2021
Date Sampled	Date Effective	Date Received	Date Reported
43.00	9,132.17	System Administrator	475 @ 90
Ambient Temp (°F)	Flow Rate (Mcf)	Analyst	Press PSI @ Temp °F Source Conditions
Matador Resources		NG	
Operator		Lab Source Description	

Component	Normalized Mol %	Un-Normalized Mol %	GPM
H2S (H2S)	0.0000	0	
Nitrogen (N2)	0.7560	0.756	
CO2 (CO2)	0.0920	0.092	
Methane (C1)	78.5310	78.53	
Ethane (C2)	11.6780	11.678	3.1220
Propane (C3)	5.3480	5.348	1.4730
I-Butane (IC4)	0.7610	0.761	0.2490
N-Butane (NC4)	1.6010	1.601	0.5050
I-Pentane (IC5)	0.3570	0.357	0.1310
N-Pentane (NC5)	0.3660	0.366	0.1330
Hexanes Plus (C6+)	0.5100	0.51	0.2210
TOTAL	100.0000	99.9990	5.8340

Method(s): Gas C6+ - GPA 2261, Extended Gas - GPA 2286, Calculations - GPA 2172

Analyzer Information			
Device Type:	Gas Chromatograph	Device Make:	Shimadzu
Device Model:	GC-2014	Last Cal Date:	Nov 14, 2021

Gross Heating Values (Real, BTU/ft³)			
14.696 PSI @ 60.00 Å°F		14.73 PSI @ 60.00 Å°F	
Dry	Saturated	Dry	Saturated
1,270.9	1,250.2	1,273.8	1,253.1

Calculated Total Sample Properties	
GPA2145-16 *Calculated at Contract Conditions	
Relative Density Real	Relative Density Ideal
0.7305	0.7281
Molecular Weight	
21.0900	

C6+ Group Properties		
Assumed Composition		
C6 - 60.000%	C7 - 30.000%	C8 - 10.000%

Field H2S
1.5 PPM

**PROTREND STATUS:**

Passed By Validator on Dec 16, 2021

**DATA SOURCE:**

Imported

**PASSED BY VALIDATOR REASON:**

Close enough to be considered reasonable.

**VALIDATOR:**

Dustin Armstrong

**VALIDATOR COMMENTS:**

OK

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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

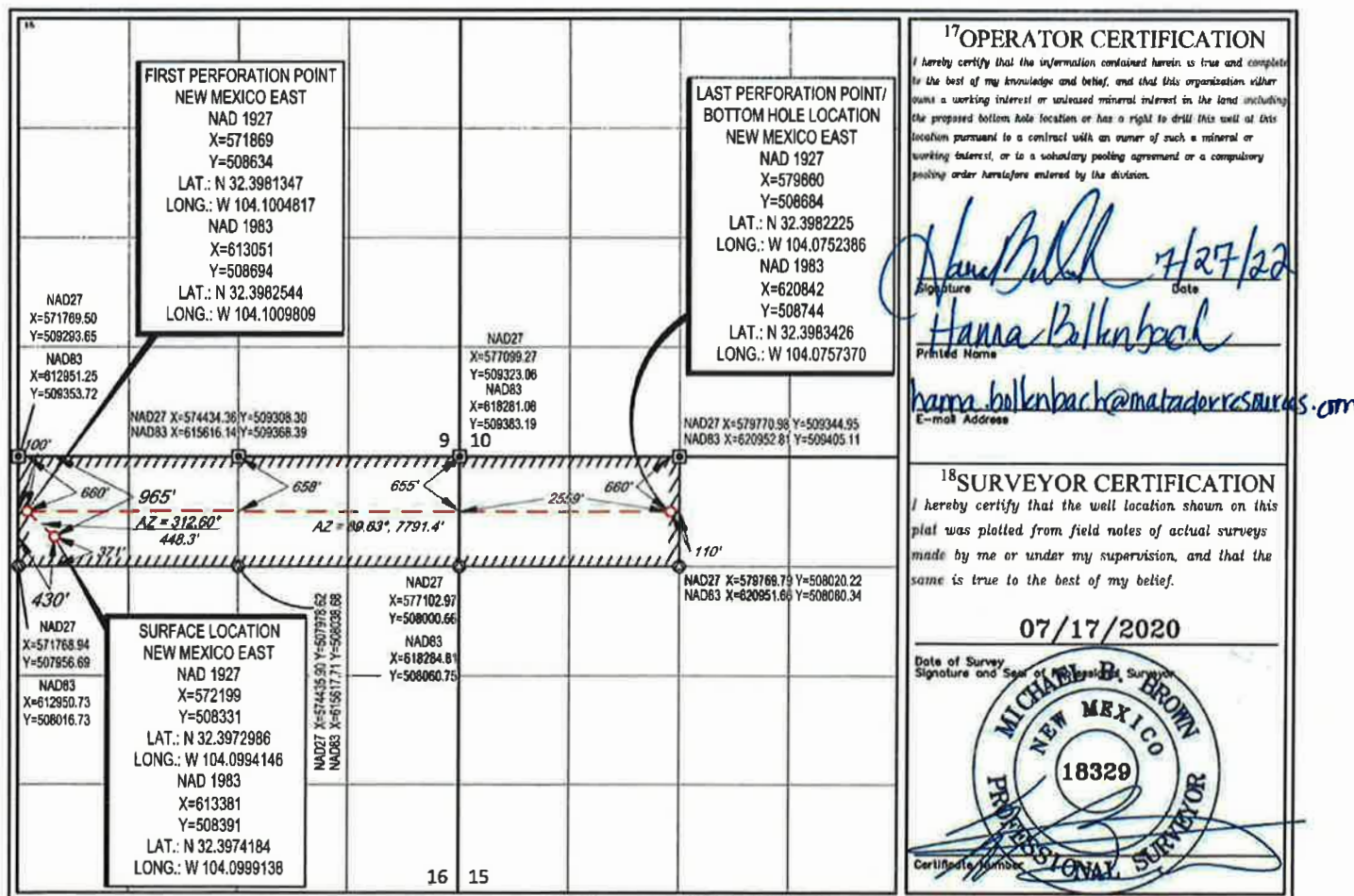
District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-49803</b>		<sup>2</sup> Pool Code <b>15011</b>		<sup>3</sup> Pool Name <b>Clebra Bluff; Bone Spring South</b>	
<sup>4</sup> Property Code <b>333122</b>		<sup>5</sup> Property Name <b>BARRY MILLER STATE COM</b>			<sup>6</sup> Well Number <b>121H</b>
<sup>7</sup> GRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3084'</b>
<sup>10</sup> Surface Location					
UL or lot no. <b>D</b>	Section <b>16</b>	Township <b>22-S</b>	Range <b>28-E</b>	Lot Idn <b>-</b>	Feet from the <b>965'</b>
		North/South line <b>NORTH</b>		Feet from the <b>430'</b>	East/West line <b>WEST</b>
				County <b>EDDY</b>	
<sup>11</sup> Bottom Hole Location If Different From Surface					
UL or lot no. <b>C</b>	Section <b>15</b>	Township <b>22-S</b>	Range <b>28-E</b>	Lot Idn <b>-</b>	Feet from the <b>660'</b>
		North/South line <b>NORTH</b>		Feet from the <b>2559'</b>	East/West line <b>WEST</b>
				County <b>EDDY</b>	
<sup>12</sup> Dedicated Acres <b>240</b>		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code	
				<sup>15</sup> Order No.	

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



S:\SURVEY\MATADOR\_RESOURCES\BARRY\_MILLER\_16-22S-28E\FINAL\_PRODUCT\SLD\_BARRY\_MILLER\_STATE\_COM\_121H\_REV3.DWG 7/27/2022 9:26:16 AM adnsabell

EXHIBIT 3

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (505) 393-6161 Fax: (575) 393-0720

**District II**  
811 S. First St., Artesia, NM 88210  
Phone: (505) 748-1283 Fax: (575) 748-9720

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

**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

**FORM C-102**

Revised August 1, 2011

**Submit one copy to appropriate**

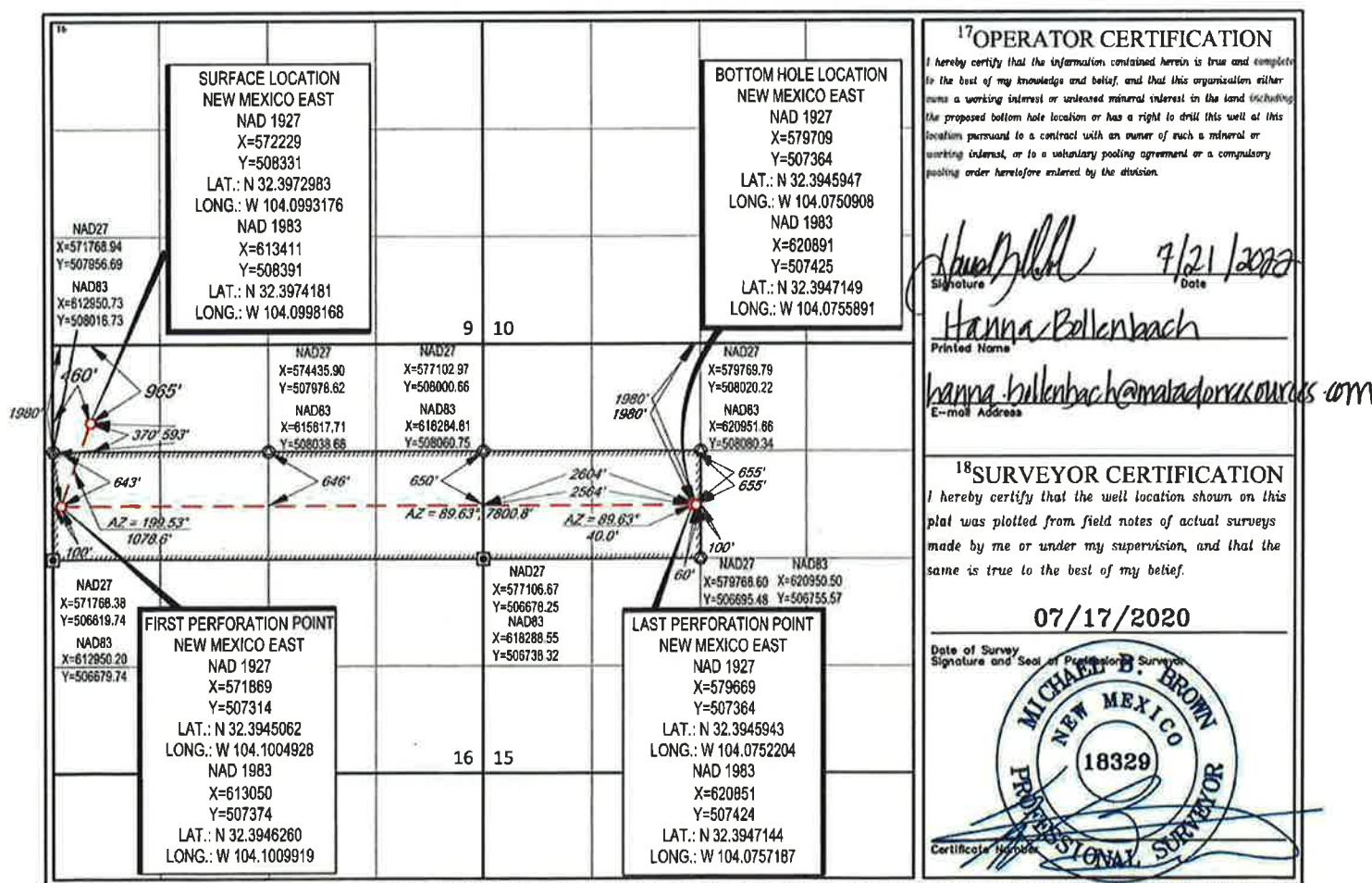
**District Office**

## AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-49801		<sup>2</sup> Pool Code 15011		<sup>3</sup> Pool Name Culebra Bluff; Bone Spring, South					
<sup>4</sup> Property Code 333122		<sup>5</sup> Property Name BARRY MILLER STATE COM						<sup>6</sup> Well Number 122H	
<sup>7</sup> OGRID No. 228937		<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY						<sup>9</sup> Elevation 3084'	
<sup>10</sup> Surface Location									
UL or lot no. D	Section 16	Township 22-S	Range 28-E	Lot Idn -	Feet from the 965'	North/South line NORTH	Feet from the 460'	East/West line WEST	County EDDY
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. F	Section 15	Township 22-S	Range 28-E	Lot Idn -	Feet from the 1980'	North/South line NORTH	Feet from the 2604'	East/West line WEST	County EDDY
<sup>12</sup> Dedicated Acres 240		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.			

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





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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

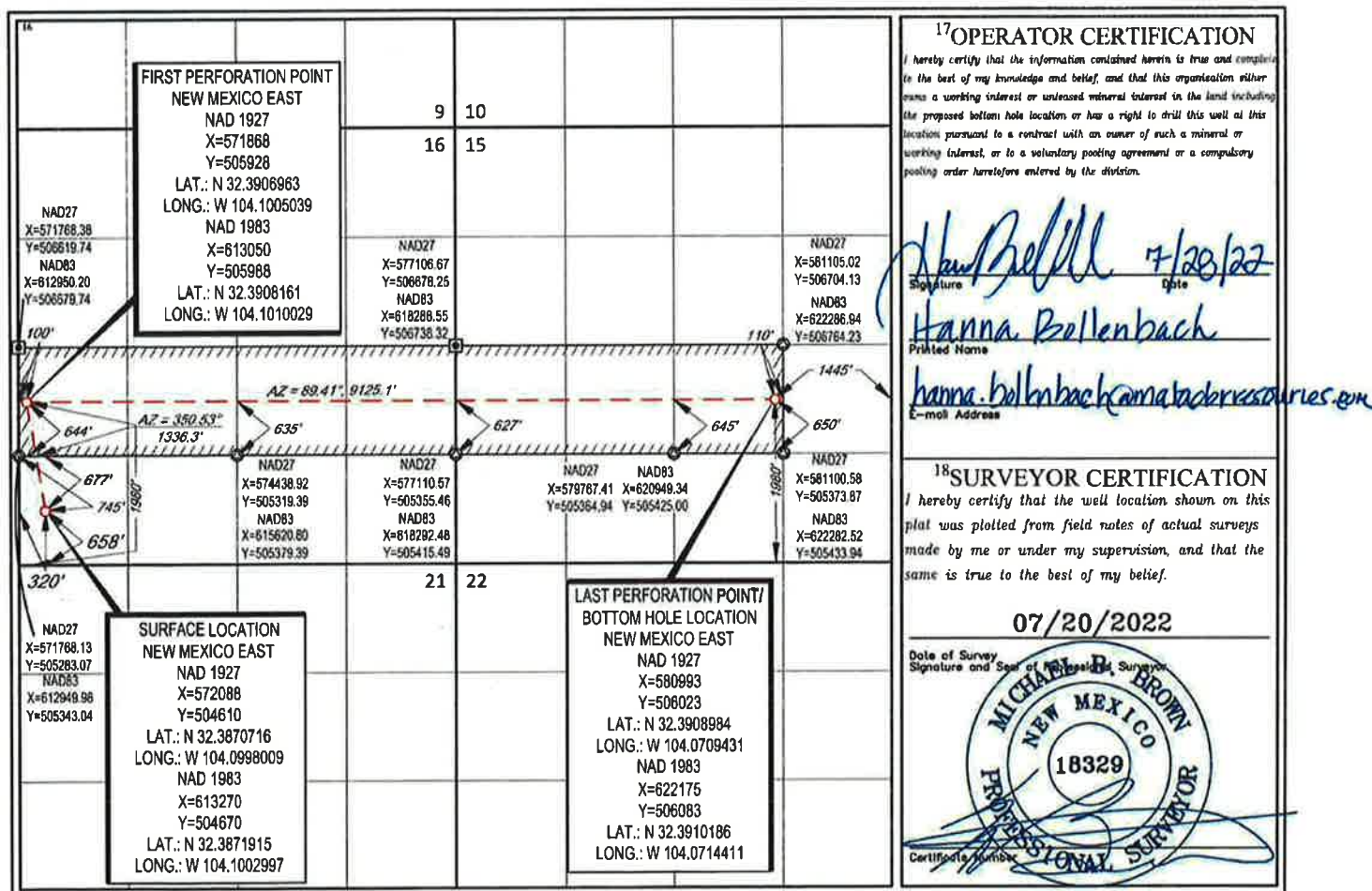
District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-49822</b>		<sup>2</sup> Pool Code <b>15011</b>		<sup>3</sup> Pool Name <b>Culebra Bluff, Bone Springs, Santa Fe</b>	
<sup>4</sup> Property Code <b>321387</b>		<sup>5</sup> Property Name <b>MICHAEL RYAN STATE COM</b>			<sup>6</sup> Well Number <b>123H</b>
<sup>7</sup> GRID No. <b>228137</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3078'</b>
<sup>10</sup> Surface Location					
UL or lot no. <b>M</b>	Section <b>16</b>	Township <b>22-S</b>	Range <b>28-E</b>	Lot Idn <b>-</b>	Feet from the <b>658'</b>
		North/South line <b>SOUTH</b>		Feet from the <b>320'</b>	East/West line <b>WEST</b>
				County <b>EDDY</b>	
<sup>11</sup> Bottom Hole Location If Different From Surface					
UL or lot no. <b>J</b>	Section <b>15</b>	Township <b>22-S</b>	Range <b>28-E</b>	Lot Idn <b>-</b>	Feet from the <b>1980'</b>
		North/South line <b>SOUTH</b>		Feet from the <b>1445'</b>	East/West line <b>EAST</b>
				County <b>EDDY</b>	
<sup>12</sup> Dedicated Acres <b>280</b>		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code	
				<sup>15</sup> Order No.	

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



S:\SURVEY\MATADOR\_RESOURCES\MICHAEL\_RYAN\_16-22S-28E\FINAL\_PRODUCTS\ILO\_MICHAEL\_RYAN\_STATE\_COM\_123H\_REV5.ALT.DWG 7/28/2022 3:57:05 PM adsabell

Form 3160-5  
(June 2019)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB No. 1004-0137  
Expires: October 31, 2021**SUNDRY NOTICES AND REPORTS ON WELLS**  
***Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.***

5. Lease Serial No. NMNM019186

6. If Indian, Allottee or Tribe Name

**SUBMIT IN TRIPLICATE - Other instructions on page 2**

## 1. Type of Well

☐ Oil Well ☒ Gas Well ☐ Other

2. Name of Operator MATADOR PRODUCTION COMPANY

3a. Address 5400 LBJ Freeway, Suite 1500, Dallas, TX 75240  
3b. Phone No. (include area code)  
(972) 371-52004. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
SEC 16/T22S/R28E/NMP

7. If Unit of CA/Agreement, Name and/or No.

8. Well Name and No. MICHAEL RYAN FED COM/204H

9. API Well No.

10. Field and Pool or Exploratory Area  
BOBCAT DRAW; UPPER WOLFCAMP/PURPLE SAGE11. Country or Parish, State  
EDDY/NM

## 12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomple horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recomple in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

BLM Bond No.: NMB001079

Surety Bond No.: RLB0015172

Matador would like to change the BHL from 547 FSL and 1391 FEL to 660 FSL and 1441 FEL. We would also like to change the target zone from a Wolfcamp to a Bone Spring changing our BOP testing requirement to 5M, shallowing our 7-5/8 Intermediate casing set depth to 7,323 and our 5-1/2 production casing set depth to 16,924.

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)

CASSIE HAHN / Ph: (972) 371-5440

Title Landman

Signature

Date

09/22/2022

**THE SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved by

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

Title 18 U.S.C Section 1001 and Title 43 U.S.C Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

## GENERAL INSTRUCTIONS

This form is designed for submitting proposals to perform certain well operations and reports of such operations when completed as indicated on Federal and Indian lands pursuant to applicable Federal law and regulations. Any necessary special instructions concerning the use of this form and the number of copies to be submitted, particularly with regard to local area or regional procedures and practices, are either shown below, will be issued by or may be obtained from the local Federal office.

## SPECIFIC INSTRUCTIONS

*Item 4* - Locations on Federal or Indian land should be described in accordance with Federal requirements. Consult the local Federal office for specific instructions.

*Item 13*: Proposals to abandon a well and subsequent reports of abandonment should include such special information as is required by the local Federal office. In addition, such proposals and reports should include reasons for the abandonment; data on any former or present productive zones or other zones with present significant fluid contents not sealed off by cement or otherwise; depths (top and bottom) and method of placement of cement plugs; mud or other material placed below, between and above plugs; amount, size, method of parting of any casing, liner or tubing pulled and the depth to the top of any tubing left in the hole; method of closing top of well and date well site conditioned for final inspection looking for approval of the abandonment. If the proposal will involve **hydraulic fracturing operations**, you must comply with 43 CFR 3162.3-3, including providing information about the protection of usable water. Operators should provide the best available information about all formations containing water and their depths. This information could include data and interpretation of resistivity logs run on nearby wells. Information may also be obtained from state or tribal regulatory agencies and from local BLM offices.

## NOTICES

The privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 181 et seq., 351 et seq., 25 U.S.C. 396; 43 CFR 3160.

PRINCIPAL PURPOSE: The information is used to: (1) Evaluate, when appropriate, approve applications, and report completion of subsequent well operations, on a Federal or Indian lease; and (2) document for administrative use, information for the management, disposal and use of National Resource lands and resources, such as: (a) evaluating the equipment and procedures to be used during a proposed subsequent well operation and reviewing the completed well operations for compliance with the approved plan; (b) requesting and granting approval to perform those actions covered by 43 CFR 3162.3-2, 3162.3-3, and 3162.3-4; (c) reporting the beginning or resumption of production, as required by 43 CFR 3162.4-1(c) and (d) analyzing future applications to drill or modify operations in light of data obtained and methods used.

ROUTINE USES: Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions in connection with congressional inquiries or to consumer reporting agencies to facilitate collection of debts owed the Government.

EFFECT OF NOT PROVIDING THE INFORMATION: Filing of this notice and report and disclosure of the information is mandatory for those subsequent well operations specified in 43 CFR 3162.3-2, 3162.3-3, 3162.3-4.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate proposed and/or completed subsequent well operations on Federal or Indian oil and gas leases.

Response to this request is mandatory.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

**BURDEN HOURS STATEMENT:** Public reporting burden for this form is estimated to average 8 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0137), Bureau Information Collection Clearance Officer (WO-630), 1849 C St., N.W., Mail Stop 401 LS, Washington, D.C. 20240

## Additional Information

### Location of Well

0. SHL: SWSW / 658 FSL / 350 FWL / TWSP: 22S / RANGE: 28E / SECTION: 16 / LAT: 32.3871914 / LONG: -104.1002026 ( TVD: 0 feet, MD: 0 feet )

PPP: SWSE / 543 FSL / 2654 FWL / TWSP: 22S / RANGE: 28E / SECTION: 15 / LAT: 32.3870531 / LONG: -104.0754243 ( TVD: 9587 feet, MD: 17176 feet )

BHL: SWSE / 547 FSL / 1391 FEL / TWSP: 22S / RANGE: 28E / SECTION: 15 / LAT: 32.387079 / LONG: -104.0713059 ( TVD: 9608 feet, MD: 18432 feet )

CONFIDENTIAL



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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-49984	<sup>2</sup> Pool Code 98220 15011	<sup>3</sup> Pool Name Culebra Bl-ff; Bone Spring South PURPLE SAGE, WOLF CAMP (GAS)
<sup>4</sup> Property Code 333281	<sup>5</sup> Property Name MICHAEL RYAN FED COM	<sup>6</sup> Well Number 204H
<sup>7</sup> GRID No. 228937	<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY	<sup>9</sup> Elevation 3078'

<sup>10</sup>Surface Location

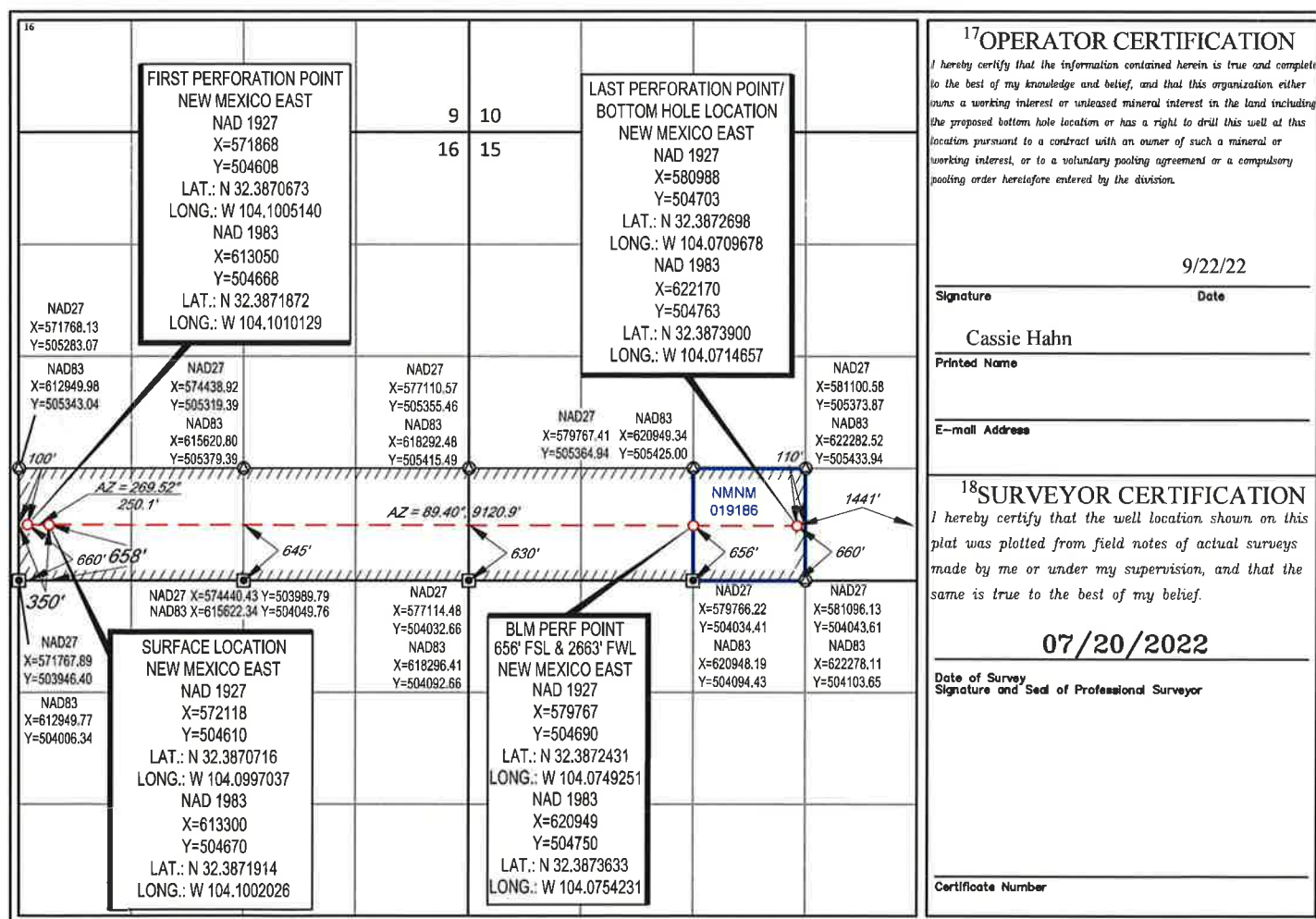
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	16	22-S	28-E	-	658'	SOUTH	350'	WEST	EDDY

<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
O	15	22-S	28-E	-	660'	SOUTH	1441'	EAST	EDDY

<sup>12</sup> Dedicated Acres 280	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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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.



S:\SURVEY\MATADOR\_RESOURCES\MICHAEL\_RYAN\_16-22S-28E\FINAL\_PRODUCTS\SLO\_MICHAEL\_RYAN\_FED\_COM\_204H\_REV10\_ALT.DWG 9/21/2022 8:57:36 AM adisabella

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

**STATE/STATE OR  
STATE/FEE**

Revised December 2021

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-015- 49803

STATE OF NEW MEXICO ) Well Name: Barry Miller State Com #121H  
SS)  
COUNTY OF )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) August 1, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

## EXHIBIT 4

ONLINE  
version  
December 9, 2021

State/State

1

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 undersigned as follows:

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

Subdivisions: N2N2 of Section 16 and the N/2NW/4 of Section 15

Of Sect(s): 16 & 15 Twp: 22S Rng: 28E NMPM Eddy County, NM

Containing 240 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Matador Production Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Matador Production Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, 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 August 1, 2022.

Plat of communitized area covering the N2N2 of Section 16 and the N/2NW/4 of Section 15, T 22S,  
R 28E, NMPM, Eddy County, NM.

<b>Tract 1</b> State Lease LG-0018-0003 80.00 acres	<b>Tract 2</b> State Lease L0-7012-004 80.00 acres	<b>Tract 3</b> Fee Acreage 80.00	
Section 16		Section 15	

**EXHIBIT B**

To Communitization Agreement dated August 1, 2022, embracing the Subdivisions N2N2 of Section 16 and the N/2NW/4 of Section 15, T 22S, R 28E, NMPM, Eddy County, NM.

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

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

<b>Lease Serial No.:</b>	LG-0018-0003
<b>Lease Date:</b>	4/1/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Ridge Runner Resources Operating, LLC
<b>Description of Land Committed:</b>	Township 22 South, Range 28 East, Section 16: N/2NW/4
<b>Subdivisions:</b>	
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>TH</sup>
<b>Name and WI Owners:</b>	Durham, Inc. Foran Oil Company Gloria Judine Hardy Hope Royalties, LLC Maverick Oil & Gas, Corp. MRC Permian Company Performance Oil and Gas Company Quanah Exploration, LLC RKC, Inc. TTCZ Properties, LLC Xplor Resources, LLC

**TRACT NO. 2**

<b>Lease Serial No.:</b>	L0-7012-0004
<b>Lease Date:</b>	2/15/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Chi Energy Inc
<b>Description of Land Committed:</b>	Township 22 South, Range 28 East, Section 16: N/2NE/4
<b>Subdivisions:</b>	
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>TH</sup>
<b>Name and WI Owners:</b>	Durham, Inc. Foran Oil Company Gloria Judine Hardy Hope Royalties, LLC Maverick Oil & Gas, Corp. MRC Permian Company Performance Oil and Gas Company Quanah Exploration, LLC RKC, Inc. TTCZ Properties, LLC Xplor Resources, LLC

**TRACT NO. 3**

**Lease Serial No.:** Fee Lease

**Description of Land Committed:** Township 22 South, Range 28 East,  
Section 15: N/2NW/4

**Subdivisions:**

**Number of Acres:** 80.00

**WI Owners:** Durham, Inc.  
Foran Oil Company  
Gloria Judine Hardy  
Hope Royalties, LLC  
Maverick Oil & Gas, Corp.  
MRC Permian Company  
Performance Oil and Gas Company  
Quanah Exploration, LLC  
RKC, Inc.  
TTCZ Properties, LLC  
Xplor Resources, LLC

**RECAPITULATION**

Tract Numbers	Numbers of Acres	Percentage of Interest in Communitied Area
Tract 1	80.00	33.33%
Tract 2	80.00	33.33%
Tract 3	80.00	33.33%
<b>Total Acreage</b>	<b>240.00</b>	<b>100%</b>

STATE/STATE OR  
STATE/FEE

## COMMUNITIZATION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-015- 49801

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) August 1, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Subdivisions: S2N2 of Section 16 and the S/2NW/4 of Section 15

Of Sect(s): 16 & 15 Twp: 22S Rng: 28E NMPM Eddy County, NM

Containing 240 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Matador Production Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Matador Production Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized



area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, 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 August 1, 2022.

Plat of communitized area covering the S2N2 of Section 16 and the S/2NW/4 of Section 15, T 22S,  
R 28E, NMPM, Eddy County, NM.

<u>Tract 1</u> State Lease LG-0018-0003 80.00 acres	<u>Tract 2</u> State Lease L0-7012-004 80.00 acres	<u>Tract 3</u> Fee Acreage 80.00	
Section 16		Section 15	

**EXHIBIT B**

To Communitization Agreement dated August 1, 2022, embracing the Subdivisions S2N2 of Section 16 and the S/2NW/4 of Section 15, T 22S, R 28E, NMPM, Eddy County, NM.

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

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

<b>Lease Serial No.:</b>	LG-0018-0003
<b>Lease Date:</b>	4/1/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Ridge Runner Resources Operating, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 22 South, Range 28 East, Section 16: S/2NW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>TH</sup>
<b>Name and WI Owners:</b>	Durham, Inc. Foran Oil Company Gloria Judine Hardy Hope Royalties, LLC Maverick Oil & Gas, Corp. MRC Permian Company Performance Oil and Gas Company Quanah Exploration, LLC RKC, Inc. TTCZ Properties, LLC Xplor Resources, LLC

**TRACT NO. 2**

<b>Lease Serial No.:</b>	L0-7012-0004
<b>Lease Date:</b>	2/15/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Chi Energy Inc
<b>Description of Land Committed: Subdivisions:</b>	Township 22 South, Range 28 East, Section 16: S/2NE/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>TH</sup>
<b>Name and WIOwners:</b>	Durham, Inc. Foran Oil Company Gloria Judine Hardy Hope Royalties, LLC Maverick Oil & Gas, Corp. MRC Permian Company Performance Oil and Gas Company Quanah Exploration, LLC RKC, Inc. TTCZ Properties, LLC Xplor Resources, LLC

**TRACT NO. 3**

**Lease Serial No.:** Fee Lease

**Description of Land Committed:** Township 22 South, Range 28 East,  
Section 15: S/2NW/4

**Subdivisions:**

**Number of Acres:** 80.00

**WI Owners:** Durham, Inc.  
Foran Oil Company  
Gloria Judine Hardy  
Hope Royalties, LLC  
Maverick Oil & Gas, Corp.  
MRC Permian Company  
Performance Oil and Gas Company  
Quanah Exploration, LLC  
RKC, Inc.  
TTCZ Properties, LLC  
Xplor Resources, LLC

**RECAPITULATION**

Tract Numbers	Numbers of Acres	Percentage of Interest in Communitied Area
<b>Tract 1</b>	80.00	33.33%
<b>Tract 2</b>	80.00	33.33%
<b>Tract 3</b>	80.00	33.33%
<b>Total Acreage</b>	240.00	<b>100%</b>

20182884\_v1



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

**STATE/STATE OR  
STATE/FEE**

Revised December 2021

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: **30-015-49822**

STATE OF NEW MEXICO )  
SS)

Well Name: Michael Ryan Fed Com #123H

COUNTY OF EDDY )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) September 1, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE  
version  
December 9, 2021

State/State

1

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 undersigned as follows:

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

Subdivisions: N2S2 of Section 16, the N2SW/4 & NW/4SE/4 of Section 15, Twp: 22S Rng: 28,  
NMPM Eddy County, NM

Containing 280.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Matador Production Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Matador Production Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, 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 September 1, 2022.

Plat of communitized area covering the N2S2 of Section 16, the N2SW/4 & NW/4SE/4 of Section 15, 22 South, 28 East , NMPM Eddy County, NM.

Section 16		Section 15	
<u>Tract 1</u> LG-0018-0003 80 Acres	<u>Tract 2</u> L0-7012-0006 80 Acres	<u>Tract 3</u> Fee 120 acres	

**EXHIBIT B**

To Communitization Agreement dated September 1, 2022, embracing the Subdivisions N2S2 of Section 16, the N2SW/4 & NW/4SE/4 of Section 15, Twp: 22S, Rng: 28, NMPM Eddy County, NM

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

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

<b>Lease Serial No.:</b>	L0-7012-0006
<b>Lease Date:</b>	2/15/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Ridge Runner Resources Operating, LLC
<b>Description of Land Committed:</b>	Township 22 South, Range 28 East, Section 16: N2SW/4
<b>Subdivisions:</b>	
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>th</sup>
<b>Name and WI Owners:</b>	Eastland Exploration, Inc. Foran Oil Company Gloria Judine Hardy Hope Royalties, LLC Littlepage Oil Properties MRC Permian Company Performance Oil and Gas Company Quanah Exploration, LLC RKC, Inc. TTCZ Properties, LLC Xplor Resources, LLC



**TRACT NO. 2**

**Lease Serial No.:** LG-0018-0003

**Lease Date:** 4/1/1972

**Lease Term:** 10 Years

**Lessor:** State of New Mexico

**Present Lessee:** Ridge Runner Resources Operating, LLC

**Description of Land Committed:** Township 22 South, Range 28 East,  
Section 16: N/2SE/4

**Subdivisions:**

**Number of Acres:** 80.00

**Royalty Rate:** 1/8<sup>th</sup>

**Name and WI Owners:** Eastland Exploration, Inc.  
Foran Oil Company  
Gloria Judine Hardy  
Hope Royalties, LLC  
Littlepage Oil Properties  
MRC Permian Company  
Performance Oil and Gas Company  
Quanah Exploration, LLC  
RKC, Inc.  
TTCZ Properties, LLC  
Xplor Resources, LLC

**TRACT NO. 3**

**Lessor:** Fee Leases

**Present Lessee:**

**Description of Land Committed:** Township 22 South, Range 28 East,  
Section 15: N2SW/4 & NW/4SE/4

**Subdivisions:**

**Number of Acres:** 120.00

**Name of WI Owners:** Eastland Exploration, Inc.  
Foran Oil Company  
Gloria Judine Hardy  
Hope Royalties, LLC  
Littlepage Oil Properties  
MRC Permian Company  
Performance Oil and Gas Company  
Quanah Exploration, LLC  
RKC, Inc.  
TTCZ Properties, LLC  
Xplor Resources, LLC

**RECAPITULATION**

Tract Numbers	Numbers of Acres	Percentage of Interest in Communitied Area
<b>Tract 1</b>	80.00	28.57%
<b>Tract 2</b>	80.00	28.57%
<b>Tract 3</b>	120.00	42.86%
<b>Total Acreage</b>	280.00	<b>100%</b>

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

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

Revised August, 2021

**ONLINE Version  
COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0\_\_\_\_\_ - \_\_\_\_\_

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

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

Subdivisions S2S2 of Section 16, S2SW/4 & SW/4SE/4 of Section 15 ,

T 22S , R 28E , NMPM Eddy County, NM

containing 280 acres, more or less, and this agreement shall include only the Bone

Spring Formation or pool, underlying said lands and the Oil & 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 September \_\_\_\_\_ Month 1 \_\_\_\_\_ Day, 2022 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 from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the 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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, 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 September 1, 2022

Plat of communitized area covering the S2S2 of Section 16, S2SW/4 & SW/4SE/4 of Section 15, T  
22S, R 28E, NMPM, Eddy County, NM.

Section 16		Section 15		
<b>Tract 1</b> LG-0018-0003 80 Acres	<b>Tract 2</b> L0-7012-0006 80 Acres	<b>Tract 3</b> Fee 80 Acres	<b>Tract 4</b> NMNM- 19186 40 Acres	

**EXHIBIT B**

To Communitization Agreement dated September 1, 2022, embracing the Subdivisions S2S2 of Section 16, S2SW/4 & SW/4SE/4 of Section 15, T 22S, R 28E, NMPM, Eddy County, NM.

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

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

<b>Lease Serial No.:</b>	LG-0018-0003
<b>Lease Date:</b>	4/1/1972
<b>Lease Term:</b>	10 Years
<b>Lessor:</b>	State of New Mexico
<b>Present Lessee:</b>	Ridge Runner Resources Operating, LLC
<b>Description of Land Committed: Subdivisions:</b>	Township 22 South, Range 28 East, Section 16: S/2SW/4
<b>Number of Acres:</b>	80.00
<b>Royalty Rate:</b>	1/8 <sup>th</sup>
<b>Name and WIOwners:</b>	Foran Oil Company Performance Oil and Gas Company Xplor Resources, LLC Hope Royalties, LLC MRC Permian Company TTCZ Properties, LLC Gloria Judine Hardy Quanah Exploration, LLC RKC, Inc. Eastland Exploration, Inc. Littlepage Oil Properties

**TRACT NO. 2**

**Lease Serial No.:** L0-7012-0006

**Lease Date:** 2/15/1972

**Lease Term:** 10 Years

**Lessor:** State of New Mexico

**Present Lessee:** Ridge Runner Resources Operating, LLC

**Description of Land Committed: Subdivisions:** Township 22 South, Range 28 East,  
Section 16: S/2SE/4

**Number of Acres:** 80.00

**Royalty Rate:** 1/8<sup>th</sup>

**Name and WIOwners:** Foran Oil Company  
Performance Oil and Gas Company  
Xplor Resources, LLC  
Hope Royalties, LLC  
MRC Permian Company  
TTCZ Properties, LLC  
Gloria Judine Hardy  
Quanah Exploration, LLC  
RKC, Inc.  
Eastland Exploration, Inc.  
Littlepage Oil Properties

**TRACT NO. 3**

**Lessor:** Fee Leases

**Present Lessee:**

**Description of Land Committed: Subdivisions:** Township 22 South, Range 28 East,  
Section 15: S/2SW/4

**Number of Acres:** 80.00

**Name and WIOwners:** Foran Oil Company  
Performance Oil and Gas Company  
Xplor Resources, LLC  
Hope Royalties, LLC  
MRC Permian Company  
TTCZ Properties, LLC  
Gloria Judine Hardy  
Quanah Exploration, LLC  
RKC, Inc.  
Eastland Exploration, Inc.  
Littlepage Oil Properties

**TRACT NO. 4**

**Lease Serial No.:** NMNM-19186

**Lessor:** Bureau of Land Management

**Present Lessee:** Eastland Resource Inc

**Description of Land Committed: Subdivisions:** Township 22 South, Range 28 East,  
Section 15: SW/4SE/4

**Number of Acres:** 40.00

**Name of WIOwners:** Foran Oil Company  
Performance Oil and Gas Company  
Xplor Resources, LLC  
Hope Royalties, LLC  
MRC Permian Company  
TTCZ Properties, LLC  
Gloria Judine Hardy  
Quanah Exploration, LLC  
RKC, Inc.  
Eastland Exploration, Inc.  
Littlepage Oil Properties

-

**RECAPITULATION**

Tract Numbers	Numbers of Acres	Percentage of Interest in Communitied Area
<b>Tract 1</b>	80.00	28.57%
<b>Tract 2</b>	80.00	28.57%
<b>Tract 3</b>	80.00	28.57%
<b>Tract 4</b>	40.00	14.29%
<b>Total Acreage</b>	<b>280.00</b>	<b>100%</b>

<i>Owner</i>	<i>Address</i>	<i>City, State, ZIP</i>
32 Mineral I BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
32 Mineral II BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
ACB BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
Allen C. Kincheloe Living Trust dated June 17, 2005	2313 Nantucket #C	Houston, TX 77057
America West Resources, LLC	P.O. Box 3383	Midland, TX 79702
Anthracite Energy Partners, LLC	P.O. Box 52370	Midland, TX 79710
Barnes Family Partnership	500 W. Wall Suite 304	Midland, TX 79701
Basin Petroleum Company	P.O. Box 4028	Albuquerque, NM 87196
Bass Enterprises Production Co.	201 Main Street, Suite 2700	Fort Worth, TX 76102
BK Exploration Corporation	P.O. Box 52098	Tulsa, OK 74152
Black Shale Minerals, LLC	P.O. Box 2243	Longview, TX 75606
Broughton Petroleum, Inc.	P.O. Box 3189	Sealy, TX 77474
C. Free O&G, LLC	c/o Caroline Free Bagot 3310 Fairmount Street, Apt. 11A	Dallas, TX 75201
Capital Partnership II (CTAM) BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
Centurion Energy Corporation	500 West Ohio Avenue Suite 200	Midland, TX 79701
Centurion Oil & Gas Corporation	P.O. Box 11144	Midland, TX 79702
CEP Minerals, LLC	P.O. Box 50820	Midland, TX 79710
Chi Energy, Inc.	212 North Main Street, Suite 200	Midland, Texas 79701
Christy B. Motycka	P.O. Box 505 Midland, TX 79702	Midland, TX 79702
Clinton D. Pendelton	9522 FM 2920	Tomball, TX 77375
CMB BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
Conejos Energy, LLC	208 Peregrine Hill Circle	Midland, TX 79707
CTV-CTAM BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
CTV-LMB I BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
CTV-LMB II BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
CTV-SRB I BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
CTV-SRB II BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
CXA Oil & Gas Holdings, LP	6000 Legacy Drive	Plano, TX 75024
David Lee Power	3523 Stanolind Ave.	Midland, TX 79707
Devon Energy Production Company, LP	333 West Sheridan Avenue	Oklahoma City, OK 73102
Dorothy Dann Collins	10311 Gaywood Road	Dallas, TX 75229
Durham, Inc.	505 N. Big Spring, Suite 403	Midland, Texas 79701
Eastland Exploration, Inc.	P.O. Drawer 3488	Midland, TX 79702-2488
Eastland Resources, Inc.	P.O. Box 3488	Midland, TX 79702
El Reno Producing, LLC	P.O. Box 80309	Midland, TX 79708
Estate of Dorothy Dann Collins Torbert C/O Elizabeth A. Howard Locke Lord LLP Michael James Collins Nancy Collins Fisher Stuart Maryman Bumpas	2200 Ross Avenue Suite 2800	Dallas, TX 75201
Estate of Gordon W. Thomson, DDS (Died on October 12, 2004) Estate of Donna Lou Thomson (Died on January 7, 2007) Susan K. Thomson Bianche Terry L. Thomson Villoutreix	23209 West Heritage Oaks Drive	Porter, TX 77365

## EXHIBIT 5

Estate of Jack W. Rustamier (Died on January 26, 1992) Estate of Mary Jo Rustamier (Died on May 14, 1991) C/O Judy Lee Rustamier Makowsky Jo Ann Rustamier Stinson	1206 West Scharbauer Drive	Midland, TX 79705
Estate of Johnnie Boyd Brown (Died on February 10, 2015) Linda Evans Brown - Widow John Mark Brown - Son William Craig Brown - Son	2014 Sinclair Avenue	Midland, TX 79705
Estate of Wanda June Anderson Lawson C/O Katherine Chalfant	P.O. Box 3123	Midland, TX 79702
ExxonMobil Corporation	5959 Las Colinas Boulevard	Irving, TX 75039
Foran Oil Company	One Lincoln Centre 5400 LBJ Freeway Suite 1500	Dallas, TX 75240
Gloria Judine Hardy	1701 County Road 310	Cleburne, TX 76031-0713
Gloria Judine Hardy Marti	3601 South Highway 171	Cleburne, TX 76031
Goldeneye Energy, LLC	4742 Post Oak Timber Drive Unit 41 Houston, TX 77056	Houston, TX 77056
Gordon W. Thompson	700 Apple Orchard Ct.	Edgewood, MD 21040-2185
Gwendolyn Thomas McClure	173 Bridgewater Cir.	Midland, TX 79707
HDC Partners	4300 MacArthur Avenue Suite 240, LB-12	Dallas, TX 75209
Huckleberry Equipment Corporation	P.O. Box 60226	Midland, TX 79711
James A. Myhre	P.O. Box 801889	Dallas, TX 75380
James D. Lindemann	840 FM 2224	Holliday, TX 76366
Jane B. Ramsland Oil & Gas Partnership, Ltd.	P.O. Box 10505	Midland, TX 79702
John E. Casey and Annette I. Casey, as Co-Trustees of the Casey Trust C/O Law Office of A.M. Nunley, III, PLLC Kris Strothman	2706 West Cuthbert Avenue Suite B-203	Midland, TX 79701
John G. Drake	7013 Lattimore Drive	Dallas, TX 75252
Julie Ellen Barnes	P.O. Box 505	Midland, TX 79702
KCK Energy, LLC	5600 Fenway	Midland, TX 79707
Kimbell Royalty Holdings, LLC	777 Taylor Street Suite 810	Fort Worth, TX 76102
Kirk Covington	921 Lauder Dr.	Spicewood, TX 78669
Marmie, LLC C/O Mary Margery Free	1300 Eldorado Parkway Apt. #301	McKinney, TX 75069
Maverick Oil & Gas Corp.	1001 W. Wall Street	Midland, TX 79701
McCombs Energy, Ltd.	5599 San Felipe, Suite 1200	Houston, TX 77056
MLB BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
Morgan Creek Properties, LLC	P.O. Box 37	Wolfforth, TX 79382
OGX Royalty Fund IV, LP	400 North Marienfeld Suite 200	Midland, TX 79701
Pamela Power Burton	3807 Permian Court	Midland, TX 79703
Paul J. Zecchi	1791 Fairfield Beach Road	Fairfield, CT 06824
Penasco Petroleum LLC	P.O. Box 2992	Roswell, NM 88202
Performance Oil and Gas Company	One Lincoln Centre 5400 LBJ Freeway Suite 1500	Dallas, TX 75240
Petro-Crown Resources, LLC	P.O. Box 9289	Wichita Falls, TX 76308-9289
Phillip L. Lawson	4905 Island Drive	Midland, TX 79707
Quanah Exploration, LLC	200 North Loraine, Suite 555	Midland, TX 79701
RKC, Inc.	7500 E Arapahoe Road, Suite 380	Centennial, CO 80112
Rolla R. Hinkle III	P.O. Box 2992	Roswell, NM 88202
Roy Edward Guinnup	301 Commerce Street, Suite 1830	Fort Worth, TX 76102
Rusk Capital Management, LLC	7600 West Tidwell Road Suite 800	Houston, TX 77040
Rutter and Wilbanks Corporation	P.O. Box 3186	Midland, TX 79702
Rutter Enterprises, LP	P.O. Box 3186	Midland, TX 79702
Sabre Exploration, Inc.	P.O. Box 4848	Wichita Falls, TX 76308
Silverton Petroleum, Inc.	P.O. Box 26	Graham, TX 76450
Spinnaker Oil & Gas, LP	P.O. Box 3488	Midland, TX 79702
SRBI I BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
SRBI II BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102

State of New Mexico	1220 South St. Francis Drive	Santa Fe, NM 87505
Steven C. Barnes	P.O. Box 505	Midland, TX 79702
Susan Myhre Hayes	524 Clover Leaf Dr.	Minneapolis, MN 55422-5111
Susannah D. Adelson, as Trustee of the James Adelson & Family 2015 Trusts	1350 East 27th Place	Tulsa, OK 74114
Tailwag Resources, LLC	201 W. Wall St., Ste. 201	Midland, TX 79701
Tarpon Engineering Corp.	P.O. Box 60226	Midland, TX 79711
The United States of America Bureau of Land Management	1849 C Street NW	Washington, DC 20240
Thru Line BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
TRB BPEOR NM, LLC	201 Main Street Suite 3100	Fort Worth, TX 76102
TTCZ Properties, LLC	c/o Wells Fargo Bank, N.A., as Agent P.O. Box 40909	Austin, TX 78704
Bureau of Land Management	301 Dinosaur Trl	Santa Fe, NM 87508
Viola Elaine Barnes	3109 Haynes Drive	Midland, TX 79705
Watusi Energy, LLC	P.O. Box 52210	Midland, TX 79710
William Sidney Lanier	P.O. Box 2291	Midland, TX 79702
XTO Delaware Basin, LLC	Attn: Land Department 22777 Springwoods Village Pkwy	Spring, TX 77389
Yalch Operating, LP	P.O. Box 10458	Midland, TX 79702
Zachariah J. Reid	27015 Hidden Grove Landing Drive	Spring, TX 77386
Zunis Energy, LLC	1350 East 27th Place	Tulsa, OK 74114



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

November 21, 2022

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

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Section 16, the W/2 of Section 15 and the W/2 SE/4 of Section 15, Township 22 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands")**

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from 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 "Paula M. Vance", written over a horizontal line.

Paula M. Vance  
**ATTORNEY FOR MATADOR PRODUCTION  
COMPANY**



**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		32 Mineral I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777725	73479 - Matador - Michael Ryan - Commingling notice list - 1
31309	11/21/2022		BK Exploration Corporation	PO Box 52098		Tulsa	OK	74152-0098	Certified w/Return Receipt (Signature)	94148118 98765811 777909	73479 - Matador - Michael Ryan - Commingling notice list - 10
31309	11/21/2022		Zunis Energy, LLC	1350 E 27th Pl		Tulsa	OK	74114-4110	Certified w/Return Receipt (Signature)	94148118 98765811 776698	73479 - Matador - Michael Ryan - Commingling notice list - 100
31309	11/21/2022		Black Shale Minerals, LLC	PO Box 2243		Longview	TX	75606-2243	Certified w/Return Receipt (Signature)	94148118 98765811 777992	73479 - Matador - Michael Ryan - Commingling notice list - 11
31309	11/21/2022		Broughton Petroleum, Inc.	PO Box 3189		Sealy	TX	77474	Certified w/Return Receipt (Signature)	94148118 98765811 777947	73479 - Matador - Michael Ryan - Commingling notice list - 12
31309	11/21/2022		C. Free O&G, LLC c/o Caroline Free Bagot	3310 Fairmount St Apt 11A		Dallas	TX	75201-1239	Certified w/Return Receipt (Signature)	94148118 98765811 777985	73479 - Matador - Michael Ryan - Commingling notice list - 13
31309	11/21/2022		Capital Partnership II CTAM BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777930	73479 - Matador - Michael Ryan - Commingling notice list - 14
31309	11/21/2022		Centurion Energy Corporation	500 W Ohio Ave Ste 200		Midland	TX	79701-4361	Certified w/Return Receipt (Signature)	94148118 98765811 777978	73479 - Matador - Michael Ryan - Commingling notice list - 15

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Centurion Oil & Gas Corporation	PO Box 11144		Midland	TX	79702-8144	Certified w/Return Receipt (Signature)	9414811898765811777619	73479 - Matador - Michael Ryan - Commingling notice list - 16
31309	11/21/2022		CEP Minerals, LLC	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765811777664	73479 - Matador - Michael Ryan - Commingling notice list - 17
31309	11/21/2022		Chi Energy, Inc.	212 N Main St Ste 200		Midland	TX	79701-5231	Certified w/Return Receipt (Signature)	9414811898765811777626	73479 - Matador - Michael Ryan - Commingling notice list - 18
31309	11/21/2022		Christy B. Motycka	PO Box 505MIDLAND Tx 79702		Midland	TX	79702	Certified w/Return Receipt (Signature)	9414811898765811777695	73479 - Matador - Michael Ryan - Commingling notice list - 19
31309	11/21/2022		32 Mineral II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765811777701	73479 - Matador - Michael Ryan - Commingling notice list - 2
31309	11/21/2022		Clinton D. Pendelton	9522 Fm 2920 Rd		Tomball	TX	77375-8914	Certified w/Return Receipt (Signature)	9414811898765811777640	73479 - Matador - Michael Ryan - Commingling notice list - 20
31309	11/21/2022		CMB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765811777688	73479 - Matador - Michael Ryan - Commingling notice list - 21
31309	11/21/2022		Conejos Energy, LLC	208 Peregrine Hill Cir		Midland	TX	79707-1726	Certified w/Return Receipt (Signature)	9414811898765811777633	73479 - Matador - Michael Ryan - Commingling notice list - 22

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		CTV-CTAM BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777671	73479 - Matador - Michael Ryan - Commingling notice list - 23
31309	11/21/2022		CTV-LMB I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777114	73479 - Matador - Michael Ryan - Commingling notice list - 24
31309	11/21/2022		CTV-LMB II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777152	73479 - Matador - Michael Ryan - Commingling notice list - 25
31309	11/21/2022		CTV-SRB I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777169	73479 - Matador - Michael Ryan - Commingling notice list - 26
31309	11/21/2022		CTV-SRB II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777121	73479 - Matador - Michael Ryan - Commingling notice list - 27
31309	11/21/2022		CXA Oil & Gas Holdings, LP	6000 Legacy Dr		Plano	TX	75024-3601	Certified w/Return Receipt (Signature)	94148118 98765811 777107	73479 - Matador - Michael Ryan - Commingling notice list - 28
31309	11/21/2022		David Lee Power	3523 Stanolind Ave		Midland	TX	79707-6625	Certified w/Return Receipt (Signature)	94148118 98765811 777190	73479 - Matador - Michael Ryan - Commingling notice list - 29
31309	11/21/2022		ACB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 777749	73479 - Matador - Michael Ryan - Commingling notice list - 3

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Devon Energy Production Company, LP	333 W Sheridan Ave		Oklahoma City	OK	73102-5010	Certified w/Return Receipt (Signature)	9414811898765811777145	73479 - Matador - Michael Ryan - Commingling notice list - 30
31309	11/21/2022		Dorothy Dann Collins	10311 Gaywood Rd		Dallas	TX	75229-6608	Certified w/Return Receipt (Signature)	9414811898765811777183	73479 - Matador - Michael Ryan - Commingling notice list - 31
31309	11/21/2022		Durham, Inc.	505 N Big Spring St Ste 403		Midland	TX	79701-4346	Certified w/Return Receipt (Signature)	9414811898765811777138	73479 - Matador - Michael Ryan - Commingling notice list - 32
31309	11/21/2022		Eastland Exploration, Inc.	PO Box 3488		Midland	TX	79702-3488	Certified w/Return Receipt (Signature)	9414811898765811777176	73479 - Matador - Michael Ryan - Commingling notice list - 33
31309	11/21/2022		Eastland Resources, Inc.	PO Box 3488		Midland	TX	79702-3488	Certified w/Return Receipt (Signature)	9414811898765811777350	73479 - Matador - Michael Ryan - Commingling notice list - 34
31309	11/21/2022		El Reno Producing, LLC	PO Box 80309		Midland	TX	79708-0309	Certified w/Return Receipt (Signature)	9414811898765811777367	73479 - Matador - Michael Ryan - Commingling notice list - 35
31309	11/21/2022	Estate Of Dorothy Dann Collins Torbert	C/O Elizabeth A. Howard Locke Lord LLP Michael	2200 Ross Ave Ste 2800	James Collins Nancy Collins Fisher Stuart Mary	Dallas	TX	75201-2750	Certified w/Return Receipt (Signature)	9414811898765811777305	73479 - Matador - Michael Ryan - Commingling notice list - 36
31309	11/21/2022	October 12, 2004 Estate Of Donna Lou Thomson	Estate of Gordon W. Thomson, DDS Died on	23209 W Heritage Oaks Dr	Died On January 7, 2007 Susan K. Thomson Bianc	Porter	TX	77365-6604	Certified w/Return Receipt (Signature)	9414811898765811777398	73479 - Matador - Michael Ryan - Commingling notice list - 37

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022	1992 Estate Of Mary Jo Rustamier Died On May	Estate of Jack W. Rustamier Died on January 26	1206 W Scharbauer Dr	14, 1991 C/O Judy Lee Rustamier Makowsky Jo An	Midland	TX	79705-8733	Certified w/Return Receipt (Signature)	94148118 98765811 777343	73479 - Matador - Michael Ryan - Commingling notice list - 38
31309	11/21/2022	10, 2015 Linda Evans Brown - Widow John Mark	Estate of Johnnie Boyd Brown Died on February	2014 Sinclair Ave	Brown - Son William Craig Brown - Son	Midland	TX	79705-8647	Certified w/Return Receipt (Signature)	94148118 98765811 777336	73479 - Matador - Michael Ryan - Commingling notice list - 39
31309	11/21/2022	Dated June 17, 2005	Allen C. Kincheloe Living Trust	2313 Nantucket Dr Unit C		Houston	TX	77057-2956	Certified w/Return Receipt (Signature)	94148118 98765811 777787	73479 - Matador - Michael Ryan - Commingling notice list - 4
31309	11/21/2022	Estate Of Wanda June Anderson Lawson	C/O Katherine Chalfant	PO Box 3123		Midland	TX	79702-3123	Certified w/Return Receipt (Signature)	94148118 98765811 777015	73479 - Matador - Michael Ryan - Commingling notice list - 40
31309	11/21/2022		ExxonMobil Corporation	5959 Las Colinas Blvd		Irving	TX	75039-4202	Certified w/Return Receipt (Signature)	94148118 98765811 777053	73479 - Matador - Michael Ryan - Commingling notice list - 41
31309	11/21/2022		Foran Oil Company	One Lincoln Centre5400 Lbj Freewaysuite 1500		Dallas	TX	75240	Certified w/Return Receipt (Signature)	94148118 98765811 777022	73479 - Matador - Michael Ryan - Commingling notice list - 42
31309	11/21/2022		Gloria Judine Hardy	1701 County Road 310		Cleburne	TX	76031-0713	Certified w/Return Receipt (Signature)	94148118 98765811 777008	73479 - Matador - Michael Ryan - Commingling notice list - 43
31309	11/21/2022		Gloria Judine Hardy Marti	3601 S Highway 171		Cleburne	TX	76031-0712	Certified w/Return Receipt (Signature)	94148118 98765811 777091	73479 - Matador - Michael Ryan - Commingling notice list - 44

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Goldeneye Energy, LLC	4742 Post Oak Timber Dr Unit 41		Houston	TX	77056-2239	Certified w/Return Receipt (Signature)	94148118 98765811 777046	73479 - Matador - Michael Ryan - Commingling notice list - 45
31309	11/21/2022		Gordon W. Thompson	700 Apple Orchard Ct		Edgewood	MD	21040-2185	Certified w/Return Receipt (Signature)	94148118 98765811 777084	73479 - Matador - Michael Ryan - Commingling notice list - 46
31309	11/21/2022		Gwendolyn Thomas McClure	173 Bridgewater Cir		Midland	TX	79707-6112	Certified w/Return Receipt (Signature)	94148118 98765811 777077	73479 - Matador - Michael Ryan - Commingling notice list - 47
31309	11/21/2022		HDC Partners	4300 Macarthur Ave Ste 240 Lb - 12		Dallas	TX	75209-6626	Certified w/Return Receipt (Signature)	94148118 98765811 777411	73479 - Matador - Michael Ryan - Commingling notice list - 48
31309	11/21/2022		Huckleberry Equipment Corporation	PO Box 60226		Midland	TX	79711-0226	Certified w/Return Receipt (Signature)	94148118 98765811 777459	73479 - Matador - Michael Ryan - Commingling notice list - 49
31309	11/21/2022		America West Resources, LLC	PO Box 3383		Midland	TX	79702-3383	Certified w/Return Receipt (Signature)	94148118 98765811 777732	73479 - Matador - Michael Ryan - Commingling notice list - 5
31309	11/21/2022		James A. Myhre	PO Box 801889		Dallas	TX	75380-1889	Certified w/Return Receipt (Signature)	94148118 98765811 777466	73479 - Matador - Michael Ryan - Commingling notice list - 50
31309	11/21/2022		James D. Lindemann	840 Fm 2224		Holliday	TX	76366-4050	Certified w/Return Receipt (Signature)	94148118 98765811 777428	73479 - Matador - Michael Ryan - Commingling notice list - 51

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Jane B. Ramsland Oil & Gas Partnership, Ltd.	PO Box 10505		Midland	TX	79702-7505	Certified w/Return Receipt (Signature)	94148118 98765811 777404	73479 - Matador - Michael Ryan - Commingling notice list - 52
31309	11/21/2022	Co-Trustees Of The Casey Trust C/O Law Office	John E. Casey and Annette I. Casey, as	2706 West Cuthbert Avenuesuite B-203	Of A.M. Nunley, III, PLLc Kris Strothman	Midland	TX	79701	Certified w/Return Receipt (Signature)	94148118 98765811 777497	73479 - Matador - Michael Ryan - Commingling notice list - 53
31309	11/21/2022		John G. Drake	7013 Lattimore Dr		Dallas	TX	75252-6115	Certified w/Return Receipt (Signature)	94148118 98765811 777442	73479 - Matador - Michael Ryan - Commingling notice list - 54
31309	11/21/2022		Julie Ellen Barnes	PO Box 505		Midland	TX	79702-0505	Certified w/Return Receipt (Signature)	94148118 98765811 777480	73479 - Matador - Michael Ryan - Commingling notice list - 55
31309	11/21/2022		KCK Energy, LLC	5600 Fenway		Midland	TX	79707-5023	Certified w/Return Receipt (Signature)	94148118 98765811 777435	73479 - Matador - Michael Ryan - Commingling notice list - 56
31309	11/21/2022		Kimbell Royalty Holdings, LLC	777 Taylor St Ste 810		Fort Worth	TX	76102-4936	Certified w/Return Receipt (Signature)	94148118 98765811 777510	73479 - Matador - Michael Ryan - Commingling notice list - 57
31309	11/21/2022		Kirk Covington	921 Lauder Dr		Spicewood	TX	78669-2493	Certified w/Return Receipt (Signature)	94148118 98765811 777558	73479 - Matador - Michael Ryan - Commingling notice list - 58
31309	11/21/2022		Marmie, LLCC/O Mary Margery Free	1300 Eldorado Pkwy Apt 301		McKinney	TX	75069-7988	Certified w/Return Receipt (Signature)	94148118 98765811 777565	73479 - Matador - Michael Ryan - Commingling notice list - 59



**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Anthracite Energy Partners, LLC	PO Box 52370		Midland	TX	79710-2370	Certified w/Return Receipt (Signature)	9414811898765811777770	73479 - Matador - Michael Ryan - Commingling notice list - 6
31309	11/21/2022		Maverick Oil & Gas Corp.	1001 W Wall St		Midland	TX	79701-6637	Certified w/Return Receipt (Signature)	9414811898765811777596	73479 - Matador - Michael Ryan - Commingling notice list - 60
31309	11/21/2022		McCombs Energy, Ltd.	5599 San Felipe St Ste 1200		Houston	TX	77056-2728	Certified w/Return Receipt (Signature)	9414811898765811777572	73479 - Matador - Michael Ryan - Commingling notice list - 61
31309	11/21/2022		MLB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765811776216	73479 - Matador - Michael Ryan - Commingling notice list - 62
31309	11/21/2022		Morgan Creek Properties, LLC	PO Box 37		Wolfforth	TX	79382-0037	Certified w/Return Receipt (Signature)	9414811898765811776254	73479 - Matador - Michael Ryan - Commingling notice list - 63
31309	11/21/2022		OGX Royalty Fund IV, LP	400 N Marienfeld St Ste 200		Midland	TX	79701-4559	Certified w/Return Receipt (Signature)	9414811898765811776261	73479 - Matador - Michael Ryan - Commingling notice list - 64
31309	11/21/2022		Pamela Power Burton	3807 Permian Ct		Midland	TX	79703-4928	Certified w/Return Receipt (Signature)	9414811898765811776223	73479 - Matador - Michael Ryan - Commingling notice list - 65
31309	11/21/2022		Paul J. Zecchi	1791 Fairfield Beach Rd		Fairfield	CT	06824-6565	Certified w/Return Receipt (Signature)	9414811898765811776209	73479 - Matador - Michael Ryan - Commingling notice list - 66

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Penasco Petroleum LLC	PO Box 2992		Roswell	NM	88202-2992	Certified w/Return Receipt (Signature)	94148118 98765811 776292	73479 - Matador - Michael Ryan - Commingling notice list - 67
31309	11/21/2022		Performance Oil and Gas Company	One Lincoln Centre5400 Lbj Freewaysuite 1500		Dallas	TX	75240	Certified w/Return Receipt (Signature)	94148118 98765811 776247	73479 - Matador - Michael Ryan - Commingling notice list - 68
31309	11/21/2022		Petro-Crown Resources, LLC	PO Box 9289		Wichita Falls	TX	76308-9289	Certified w/Return Receipt (Signature)	94148118 98765811 776285	73479 - Matador - Michael Ryan - Commingling notice list - 69
31309	11/21/2022		Barnes Family Partnership	500 W. Wallsuite 304		Midland	TX	79701	Certified w/Return Receipt (Signature)	94148118 98765811 777916	73479 - Matador - Michael Ryan - Commingling notice list - 7
31309	11/21/2022		Phillip L. Lawson	4905 Island Dr		Midland	TX	79707-1411	Certified w/Return Receipt (Signature)	94148118 98765811 776230	73479 - Matador - Michael Ryan - Commingling notice list - 70
31309	11/21/2022		Quanah Exploration, LLC	200 N Loraine St Ste 555		Midland	TX	79701-4770	Certified w/Return Receipt (Signature)	94148118 98765811 776278	73479 - Matador - Michael Ryan - Commingling notice list - 71
31309	11/21/2022		RKC, Inc.	7500 E Arapahoe Rd Ste 380		Centennial	CO	80112-6116	Certified w/Return Receipt (Signature)	94148118 98765811 776810	73479 - Matador - Michael Ryan - Commingling notice list - 72
31309	11/21/2022		Rolla R. Hinkle III	PO Box 2992		Roswell	NM	88202-2992	Certified w/Return Receipt (Signature)	94148118 98765811 776865	73479 - Matador - Michael Ryan - Commingling notice list - 73

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		Roy Edward Guinnup	301 Commerce St Ste 1830		Fort Worth	TX	76102-4189	Certified w/Return Receipt (Signature)	94148118 98765811 776827	73479 - Matador - Michael Ryan - Commingling notice list - 74
31309	11/21/2022		Rusk Capital Management, LLC	7600 W Tidwell Rd Ste 800		Houston	TX	77040-6718	Certified w/Return Receipt (Signature)	94148118 98765811 776896	73479 - Matador - Michael Ryan - Commingling notice list - 75
31309	11/21/2022		Rutter and Wilbanks Corporation	PO Box 3186		Midland	TX	79702-3186	Certified w/Return Receipt (Signature)	94148118 98765811 776841	73479 - Matador - Michael Ryan - Commingling notice list - 76
31309	11/21/2022		Rutter Enterprises, LP	PO Box 3186		Midland	TX	79702-3186	Certified w/Return Receipt (Signature)	94148118 98765811 776889	73479 - Matador - Michael Ryan - Commingling notice list - 77
31309	11/21/2022		Sabre Exploration, Inc.	PO Box 4848		Wichita Falls	TX	76308-0848	Certified w/Return Receipt (Signature)	94148118 98765811 776834	73479 - Matador - Michael Ryan - Commingling notice list - 78
31309	11/21/2022		Silverton Petroleum, Inc.	PO Box 26		Graham	TX	76450-0026	Certified w/Return Receipt (Signature)	94148118 98765811 776766	73479 - Matador - Michael Ryan - Commingling notice list - 79
31309	11/21/2022		Basin Petroleum Company	PO Box 4028		Albuquerque	NM	87196-4028	Certified w/Return Receipt (Signature)	94148118 98765811 777961	73479 - Matador - Michael Ryan - Commingling notice list - 8
31309	11/21/2022		Spinnaker Oil & Gas, LP	PO Box 3488		Midland	TX	79702-3488	Certified w/Return Receipt (Signature)	94148118 98765811 776728	73479 - Matador - Michael Ryan - Commingling notice list - 80

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		SRBI I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 776704	73479 - Matador - Michael Ryan - Commingling notice list - 81
31309	11/21/2022		SRBI II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 776797	73479 - Matador - Michael Ryan - Commingling notice list - 82
31309	11/21/2022		State of New Mexico	1220 S St Francis Dr		Santa Fe	NM	87505-4225	Certified w/Return Receipt (Signature)	94148118 98765811 776742	73479 - Matador - Michael Ryan - Commingling notice list - 83
31309	11/21/2022		Steven C. Barnes	PO Box 505		Midland	TX	79702-0505	Certified w/Return Receipt (Signature)	94148118 98765811 776780	73479 - Matador - Michael Ryan - Commingling notice list - 84
31309	11/21/2022		Susan Myhre Hayes	524 Clover Leaf Dr		Minneapolis	MN	55422-5111	Certified w/Return Receipt (Signature)	94148118 98765811 776735	73479 - Matador - Michael Ryan - Commingling notice list - 85
31309	11/21/2022	James Adelson & Family 2015 Trusts	Susannah D. Adelson, as Trustee of the	1350 E 27th Pl		Tulsa	OK	74114-4110	Certified w/Return Receipt (Signature)	94148118 98765811 776773	73479 - Matador - Michael Ryan - Commingling notice list - 86
31309	11/21/2022		Tailwag Resources, LLC	201 W Wall St Ste 201		Midland	TX	79701-4570	Certified w/Return Receipt (Signature)	94148118 98765811 776919	73479 - Matador - Michael Ryan - Commingling notice list - 87
31309	11/21/2022		Tarpon Engineering Corp.	PO Box 60226		Midland	TX	79711-0226	Certified w/Return Receipt (Signature)	94148118 98765811 776957	73479 - Matador - Michael Ryan - Commingling notice list - 88

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022	The United States Of America	Bureau of Land Management	1849 C St NW		Washington	DC	20240-0001	Certified w/Return Receipt (Signature)	94148118 98765811 776964	73479 - Matador - Michael Ryan - Commingling notice list - 89
31309	11/21/2022		Bass Enterprises Production Co.	201 Main St Ste 2700		Fort Worth	TX	76102-3131	Certified w/Return Receipt (Signature)	94148118 98765811 777923	73479 - Matador - Michael Ryan - Commingling notice list - 9
31309	11/21/2022		Thru Line BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 776926	73479 - Matador - Michael Ryan - Commingling notice list - 90
31309	11/21/2022		TRB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765811 776995	73479 - Matador - Michael Ryan - Commingling notice list - 91
31309	11/21/2022	Ttcz Properties, LLC	c/o Wells Fargo Bank, N.A., as Agent	PO Box 40909		Austin	TX	78704-0016	Certified w/Return Receipt (Signature)	94148118 98765811 776940	73479 - Matador - Michael Ryan - Commingling notice list - 92
31309	11/21/2022		Bureau of Land Management	301 Dinosaur Trl		Santa Fe	NM	87508-1560	Certified w/Return Receipt (Signature)	94148118 98765811 776988	73479 - Matador - Michael Ryan - Commingling notice list - 93
31309	11/21/2022		Viola Elaine Barnes	3109 Haynes Dr		Midland	TX	79705-4212	Certified w/Return Receipt (Signature)	94148118 98765811 776933	73479 - Matador - Michael Ryan - Commingling notice list - 94
31309	11/21/2022		Watusi Energy, LLC	PO Box 52210		Midland	TX	79710-2210	Certified w/Return Receipt (Signature)	94148118 98765811 776971	73479 - Matador - Michael Ryan - Commingling notice list - 95

**MANIFEST - 73479 - Matador - Michael Ryan - Commingling notice**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	Mail Class	Tracking No	Well
31309	11/21/2022		William Sidney Lanier	PO Box 2291		Midland	TX	79702-2291	Certified w/Return Receipt (Signature)	94148118 98765811 776612	73479 - Matador - Michael Ryan - Commingling notice list - 96
31309	11/21/2022		XTO Delaware Basin, LLC Attn Land Department	22777 Springwoods Village Pkwy		Spring	TX	77389-1425	Certified w/Return Receipt (Signature)	94148118 98765811 776650	73479 - Matador - Michael Ryan - Commingling notice list - 97
31309	11/21/2022		Yalch Operating, LP	PO Box 10458		Midland	TX	79702-7458	Certified w/Return Receipt (Signature)	94148118 98765811 776667	73479 - Matador - Michael Ryan - Commingling notice list - 98
31309	11/21/2022		Zachariah J. Reid	27015 Hidden Grove Landing Dr		Spring	TX	77386-4191	Certified w/Return Receipt (Signature)	94148118 98765811 776605	73479 - Matador - Michael Ryan - Commingling notice list - 99

# Carlsbad Current Argus.

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Holland & Hart LLP.

## Affidavit of Publication

Ad # 0005496506

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POBOX 2208

SANTA FE, NM 87504

I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

11/24/2022

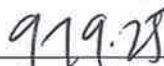


Legal Clerk

Subscribed and sworn before me this November 25,  
2022:



State of WI, County of Brown  
NOTARY PUBLIC



My commission expires

VICKY FELTY  
Notary Public  
State of Wisconsin

Ad # 0005496506

PO #: NOP\_MRC\_Michael Ryan CTB C107B

# of Affidavits: 1

This is not an invoice



## Legal Notice (Publication)

To: All affected parties, including; 32 Mineral I BPEOR NM, LLC; 32 Mineral II BPEOR NM, LLC; ACB BPEOR NM, LLC; Allen C. Kincheloe Living Trust dated June 17, 2005; America West Resources, LLC; Anthracite Energy Partners, LLC; Barnes Family Partnership; Basin Petroleum Company; Bass Enterprises Production Co.; BK Exploration Corporation; Black Shale Minerals, LLC; Broughton Petroleum, Inc.; C. Free O&G, LLC; Capital Partnership II (CTAM) BPEOR NM, LLC; Centurion Energy Corporation; Centurion Oil & Gas Corporation; CEP Minerals, LLC; Chi Energy, Inc.; Christy B. Motycka, her heirs and devisees; Clinton D. Pendelton, his heirs and devisees; CMB BPEOR NM, LLC; Conejos Energy, LLC; CTV-CTAM BPEOR NM, LLC; CTV-LMB I BPEOR NM, LLC; CTV-LMB II BPEOR NM, LLC; CTV-SRB I BPEOR NM, LLC; CTV-SRB II BPEOR NM, LLC; CXA Oil & Gas Holdings, LP; David Lee Power, his heirs and devisees; Devon Energy Production Company, LP; Dorothy Dann Collins, her heirs and devisees; Durham, Inc.; Eastland Exploration, Inc.; Eastland Resources, Inc.; El Reno Producing, LLC; Estate of Dorothy Dann Collins Torbert, her heirs and devisees; C/O Elizabeth A. Howard; Locke Lord LLP; Michael James Collins, his heirs and devisees; Nancy Collins Fisher, her heirs and devisees; Stuart Maryman Bumpas, his heirs and devisees; Estate of Gordon W. Thomson, DDS (Died on October 12, 2004), his heirs and devisees; Estate of Donna Lou Thomson (Died on January 7, 2007), her heirs and devisees; Susan K. Thomson Blanche, her heirs and devisees; Terry L. Thomson Villoutreix, his or her heirs and devisees; Estate of Jack W. Rustamier (Died on January 26, 1992), his heirs and devisees; Estate of Mary Jo Rustamier (Died on May 14, 1991), her heirs and devisees, C/O Judy Lee Rustamier Makowsky; Jo Ann Rustamier Stinson, her heirs and devisees; Estate of Johnnie Boyd Brown (Died on February 10, 2015), his heirs and devisees; Linda Evans Brown - Widow, her heirs and devisees; John Mark Brown - Son, his heirs and devisees; William Craig Brown - Son, his heirs and devisees; Estate of Wanda June Anderson Lawson, her heirs and devisees, C/O Katherine Chalfant; ExxonMobil Corporation; Foran Oil Company; Gloria Judine Hardy, her heirs and devisees; Gloria Judine Hardy Marti, her heirs and devisees; Goldeneye Energy, LLC; Gordon W. Thompson, his heirs and devisees; Gwendolyn Thomas McClure, her heirs and devisees; HDC Partners; Huckleberry Equipment Corporation; James A. Myhre, his heirs and devisees; James D. Lindemann, his heirs and devisees; Jane B. Ramsland Oil & Gas Partnership, Ltd.; John E. Casey and Annette I. Casey, as Co-Trustees of the Casey Trust C/O Law Office of A.M. Nunley, III, PLLC; Kris Strothman, his or her heirs and devisees; John G. Drake, his heirs and devisees; Julie Ellen Barnes, her heirs and devisees; KCK Energy, LLC; Kimbell Royalty Holdings, LLC; Kirk Covington, his heirs and devisees; Marmie, LLC C/O Mary Margery Free; Maverick Oil & Gas Corp.; McCombs Energy, Ltd.; MLB BPEOR NM, LLC; Morgan Creek Properties, LLC; OGX Royalty Fund IV, LP; Pamela Power Burton, her heirs and devisees; Paul J. Zecchi, his heirs and devisees; Penasco Petroleum LLC; Performance Oil and Gas Company; Petro-Crown Resources, LLC; Phillip L. Lawson, his heirs and devisees; Quanah Exploration, LLC; RKC, Inc.; Rolla R. Hinkle III, his heirs and devisees; Roy Edward Guinnup, his heirs and devisees; Rusk Capital Management, LLC; Rutter and Wilbanks Corporation; Rutter Enterprises, LP; Sabre Exploration, Inc.; Silverton Petroleum, Inc.; Spinnaker Oil & Gas, LP; SRBI I BPEOR NM, LLC; SRBI II BPEOR NM, LLC; State of New Mexico; Steven C. Barnes, his heirs and devisees; Susan Myhre Hayes, her heirs and devisees; Susannah D. Adelson, as Trustee of the James Adelson & Family 2015 Trusts; Tailwag Resources, LLC; Tarpon Engineering Corp.; The United States of America Bureau of Land Management; Thru Line BPEOR NM, LLC; TRB BPEOR NM, LLC; TTCZ Properties, LLC; Bureau of Land Management; Viola Elaine Barnes, her heirs and devisees; Watusi Energy, LLC; William Sidney Lanier, his heirs and devisees; XTO Delaware Basin, LLC; Yalch Operating, LP; Zachariah J. Reid, his heirs and devisees; and Zunis Energy, LLC.

Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of Section 16, the W/2 of Section 15 and the W/2 SE/4 of Section 15, Township 22 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the Michael Ryan Tank Battery insofar as all existing and future infill wells drilled in the following spacing units:

(a) The 240-acre spacing unit comprised of the N/2 N/2 of Section 16 and the N/2 NW/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] - currently dedicated to the Barry Miller State Com #121H (API. No. 30-015-49803);

(b) The 240-acre spacing unit comprised of the S/2 N/2 of Section 16 and the S/2 NW/4 of Section 15, in the Culebra



Section 16 and the S/2 NW/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the Barry Miller State Com #122H (API. No. 30-015-49801);

(c) The 280-acre spacing unit comprised of the N/2 S/2 of Section 16, and the N/2 SW/4 and the NW/4 SE/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the Michael Ryan State Com #123H (API. No. 30-015-49822);

(d) The 280-acre spacing unit comprised of the S/2 S/2 of Section 16, and the S/2 SW/4 and the SW/4 SE/4 of Section 15, in the Culebra Bluff; Bone Spring, South [15011] – currently dedicated to the Michael Ryan State Com #204H (API. No. 30-0215-49984); and

(e) Pursuant to 19.15.12.10.C(4)(g), *future Culebra Bluff; Bone Spring, South [15011] spacing units connected to the Michael Ryan Tank Battery* with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Kyle Perkins, Matador Production Company, (972) 371-5202 or KP erkins@matadorresources.com.  
#5496506, Current Argus, November 24, 2022

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Paula M. Vance](#); [Adam Rankin](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Dawson, Scott](#)  
**Subject:** Approved Administrative Order CTB-1071  
**Date:** Monday, February 6, 2023 4:43:34 PM  
**Attachments:** [CTB1071 Order.pdf](#)

NMOCD has issued Administrative Order CTB-1071 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
30-015-49803	Barry Miller State Com #121H	N/2 NW/4	15-22S-28E	15011
		N/2 N/2	16-22S-28E	
30-015-49801	Barry Miller State Com #122H	S/2 NW/4	15-22S-28E	15011
		S/2 N/2	16-22S-28E	
30-015-49822	Michael Ryan State Com #123H	J K L	15-22S-28E	15011
		N/2 S/2	16-22S-28E	
30-015-49984	Michael Ryan Federal Com #128H	M N O	15-22S-28E	15011
		S/2 S/2	16-22S-28E	

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-1071**

**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 or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease 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 or gas title transfer meter 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 it with production from another well.
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 and 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**

  
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**DYLAN M. FUGE**  
**DIRECTOR (ACTING)**

**DATE:** 2/6/2023

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **CTB-1071**

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

Central Tank Battery: **Michael Ryan Tank Battery**

Central Tank Battery Location: **UL E L, Section 16, Township 22 South, Range 28 East**

Gas Title Transfer Meter Location: **UL E L, Section 16, Township 22 South, Range 28 East**

### Pools

Pool Name	Pool Code
<b>CULEBRA BLUFF;BONE SPRING, SOUTH</b>	<b>15011</b>

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

Lease	UL or Q/Q	S-T-R
LG 0018 0003	W/2	16-22S-28E
L0 7012 0004	NE/4	16-22S-28E
L0 7012 0006	SE/4	16-22S-28E
NMNM 105369561 (019186)	O	15-22S-28E
Fee	N/2 NW/4	15-22S-28E
Fee	S/2 NW/4	15-22S-28E
Fee	J K L	15-22S-28E
Fee	S/2 SW/4	15-22S-28E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49803	Barry Miller State Com #121H	N/2 NW/4	15-22S-28E	15011
		N/2 N/2	16-22S-28E	
30-015-49801	Barry Miller State Com #122H	S/2 NW/4	15-22S-28E	15011
		S/2 N/2	16-22S-28E	
30-015-49822	Michael Ryan State Com #123H	J K L	15-22S-28E	15011
		N/2 S/2	16-22S-28E	
30-015-49984	Michael Ryan Federal Com #128H	M N O	15-22S-28E	15011
		S/2 S/2	16-22S-28E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **CTB-1071**  
Operator: **Matador Production Company (228937)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMSLO	N/2 NW/4 N/2 N/2	15-22S-28E 16-22S-28E	240	A
CA Bone Spring NMSLO	S/2 NW/4 S/2 N/2	15-22S-28E 16-22S-28E	240	B
CA Bone Spring NMSLO	J K L N/2 S/2	15-22S-28E 16-22S-28E	280	C
CA Bone Spring BLM	M N O S/2 S/2	15-22S-28E 16-22S-28E	280	D

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
LG 0018 0003	N/2 NW/4	16-22S-28E	80	A
L0 7012 0004	N/2 NE/4	16-22S-28E	80	A
Fee	N/2 NW/4	15-22S-28E	80	A
LG 0018 0003	S/2 NW/4	16-22S-28E	80	B
L0 7012 0004	S/2 NE/4	16-22S-28E	80	B
Fee	S/2 NW/4	15-22S-28E	80	B
LG 0018 0003	N/2 SW/4	16-22S-28E	80	C
L0 7012 0006	N/2 SE/4	16-22S-28E	80	C
Fee	J K L	15-22S-28E	120	C
LG 0018 0003	S/2 SW/4	16-22S-28E	80	D
L0 7012 0006	S/2 SE/4	16-22S-28E	80	D
Fee	S/2 SW/4	15-22S-28E	80	D
NMNM 105369561 (019186)	O	15-22S-28E	40	D



**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 161155

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 161155
	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.	2/7/2023