

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

*Paul M. [Signature]*

Signature

Date

Phone Number

e-mail Address



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

December 01, 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 (pool and lease) oil and gas production from spacing units comprised of the W/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea 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 (pool and lease) diversely owned oil and gas production at the **Pony Express West Tank Battery** *insofar as all existing and future infill wells drilled in the following spacing units:*

(a) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 4 and 9, in the Gem; Bone Spring [27220] – currently dedicated to the **Silver Fed Com #402H** (API. No. 30-025-48922) and **Silver Fed Com #503H** (API. No. 30-025-48925);

(b) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 4 and 9, in the Gem; Bone Spring [27220] – currently dedicated to the **Silver Fed Com #401H** (API. No. 30-025-48803) and **Silver Fed Com #501H** (API. No. 30-025-48804);

(c) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] – currently dedicated to the **Pony Express Fed Com #602H** (API. No. 30-025-49050) and **Pony Express Fed Com #503H** (API. No. 30-025-49048);

(d) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] – currently dedicated to the **Pony Express Fed Com #501H** (API. No. 30-025-48675) and **Pony Express Fed Com #601H** (API. No. 30-025-48676); and



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

(e) Pursuant to 19.15.12.10.C(4)(g), *future Gem; Bone Spring [27220] and Teas; Bone Spring, West [96399] spacing units connected to the Pony Express West Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Pony Express West Tank Battery** located in the NE/4 NW/4 (Unit C) 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 Ryan Hernandez, Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (attachment A to the statement) and an example gas analysis (attachment B to the statement).

**Exhibit 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 Bureau of Land Management and the New Mexico State Land Office since federal and state lands are involved.

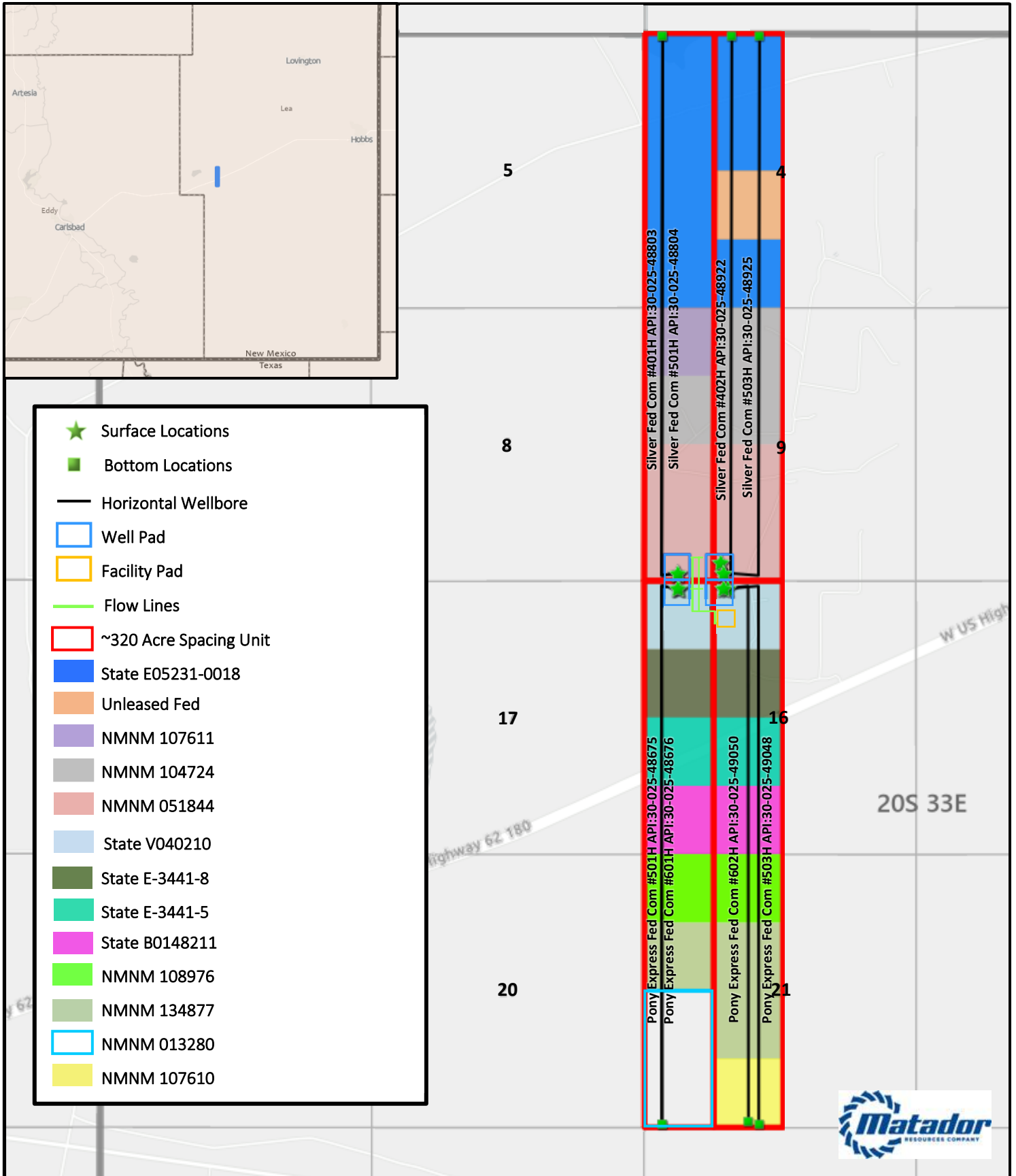
Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

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**

# Pony West Commingling Map



Southeast New Mexico

Project: commingling map

Date: 07/18/2022

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	Calculated Value of Commingled Production	Volumes
[96399] TEAS; BONE SPRING, WEST	41.4°	41.4° oil 1,499 BTU/CF	\$102.57/bbl oil Deemed 40°/Sweet (Jul '22 realized price) \$9.31/mcf (Jul '22 realized price)	8,000 bopd
[96399] TEAS; BONE SPRING, WEST	1,499 BTU/CF			12,000 mcf
[27220] GEM; BONE SPRING	41.4°			2,500 bopd
[27220] GEM; BONE SPRING	1,499 BTU/CF			4,000 mcf

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☒ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Pool Name and Code-  
(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: Ryan Hernandez TITLE: Production Engineer DATE: 10-14-22

TYPE OR PRINT NAME Ryan Hernandez TELEPHONE NO.: (972) 619-1276

E-MAIL ADDRESS: rhernandez@matadorresources.com

**EXHIBIT 2**

# Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240

Voice 972.371.5427 • Fax 972.371.5201

[rhernandez@matadorresources.com](mailto:rhernandez@matadorresources.com)

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**Ryan Hernandez**  
Production Engineer

October 14, 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 (pool and lease) gas and oil production from the spacing units comprised of W/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the “Lands”).**

To Whom This May Concern,

Matador Production Company (“Matador”), OGRID: 228937, requests to commingle current oil and gas production from four (8) 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 Delek 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 SPL 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. Delek has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

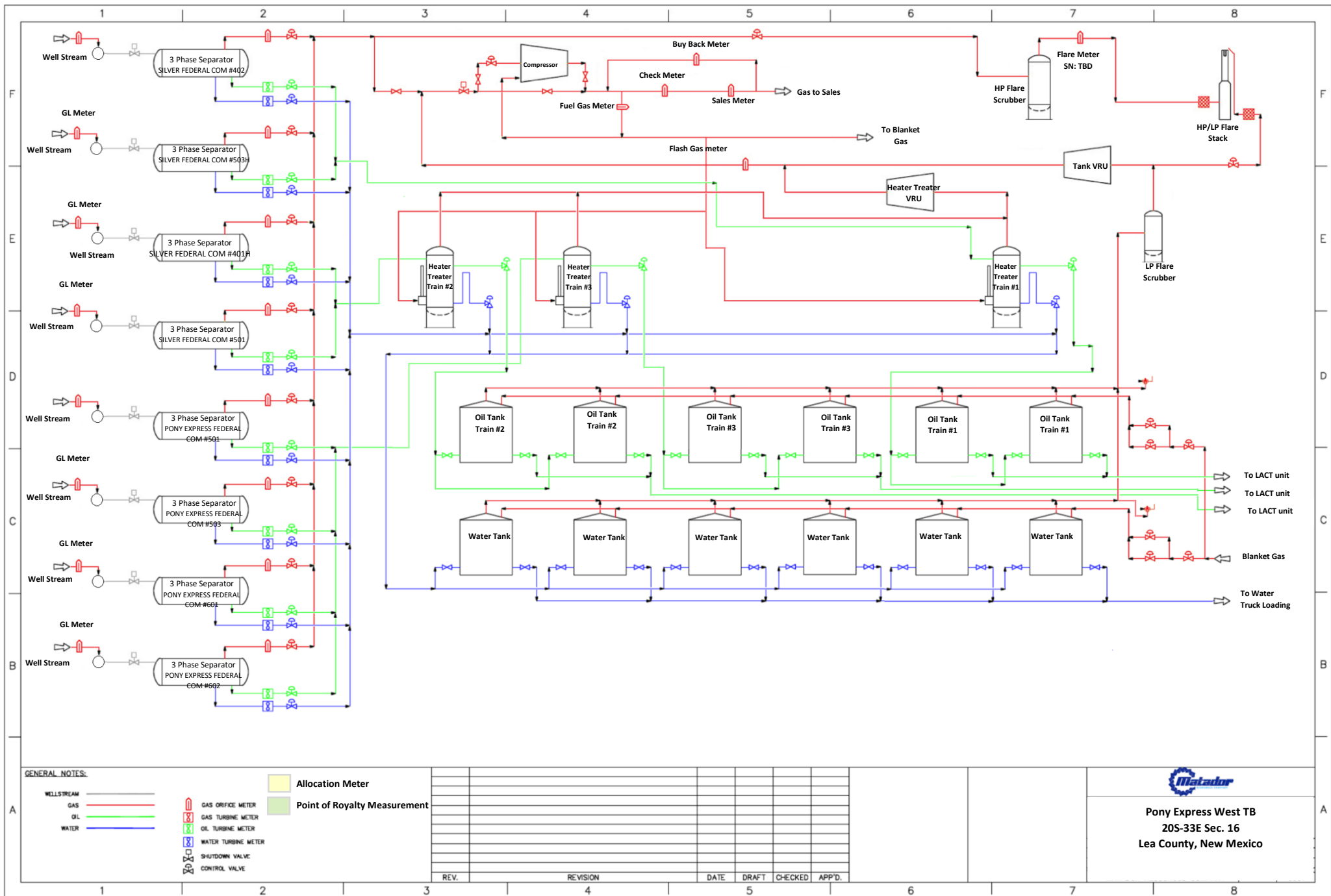
In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'Ryan Hernandez', with a stylized, cursive script.

Ryan Hernandez  
Production Engineer







## Certificate of Analysis

Number: 6030-20120189-002A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

John Romano  
Ascent Energy, LLC  
1125 17th St.  
Suite 410  
Denver, CO 80202

Jan. 04, 2021

Station Name: Big Moose CTB Sales Check  
Station Number: 0103901850  
Station Location: Ascent  
Sample Point: Meter Run  
Instrument: 70104251 (Inficon GC-MicroFusion)  
Last Inst. Cal.: 01/04/2021 0:00 AM  
Analyzed: 01/04/2021 13:05:21 by PGS

Sampled By: Derek Sauder  
Sample Of: Gas Spot  
Sample Date: 12/23/2020  
Sample Conditions: 78 psig, @ 72 °F Ambient: 50 °F  
Effective Date: 12/23/2020  
Method: GPA-2261M  
Cylinder No: 1111-001212

## Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.696 psia		
Nitrogen	2.512	2.51392	2.722		GPM TOTAL C2+	9.970
Methane	63.010	63.06044	39.094		GPM TOTAL C3+	5.853
Carbon Dioxide	0.223	0.22328	0.380		GPM TOTAL iC5+	1.373
Ethane	15.336	15.34873	17.836	4.117		
Propane	10.132	10.14024	17.280	2.802		
Iso-butane	1.336	1.33677	3.003	0.439		
n-Butane	3.914	3.91735	8.799	1.239		
Iso-pentane	0.899	0.89972	2.509	0.330		
n-Pentane	1.034	1.03493	2.886	0.376		
Hexanes Plus	1.523	1.52462	5.491	0.667		
	99.919	100.0000	100.000	9.970		

## Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.8981	3.2176
Calculated Molecular Weight	25.88	93.19
Compressibility Factor	0.9944	

## GPA 2172 Calculation:

Calculated Gross BTU per ft<sup>3</sup> @ 14.696 psia & 60°F

Real Gas Dry BTU	1499	5129
Water Sat. Gas Base BTU	1474	5040
Ideal, Gross HV - Dry at 14.696 psia	1490.6	5129.2
Ideal, Gross HV - Wet	1464.6	5039.7

Comments: H2S Field Content 1.25 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.

District I  
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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

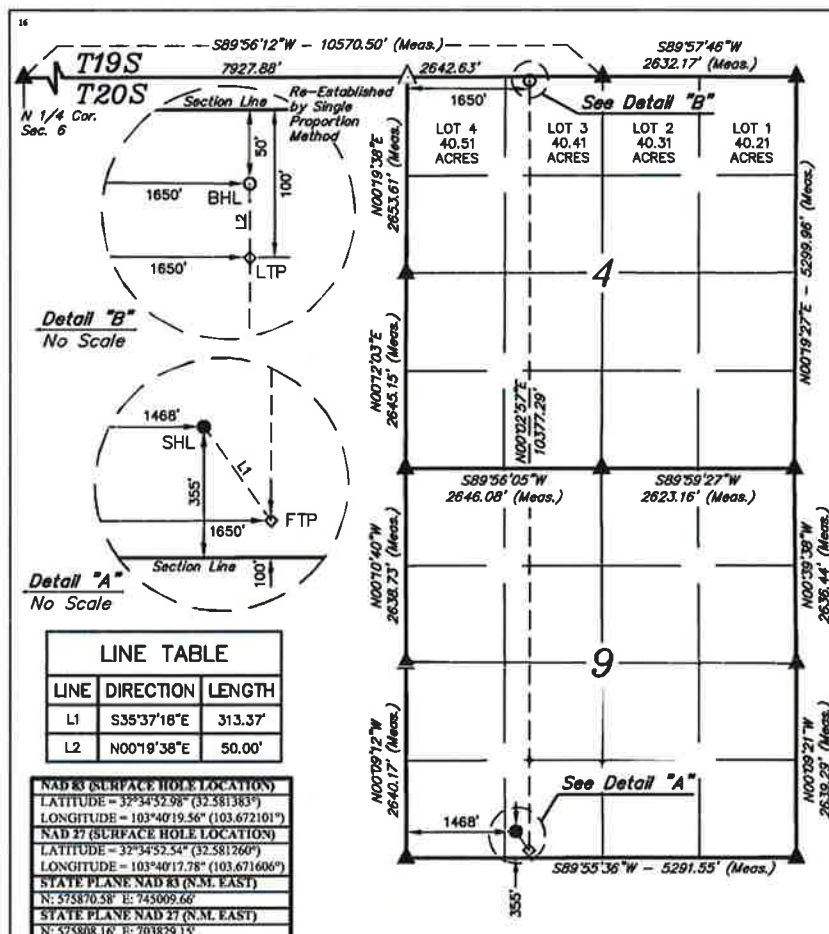
WELL LOCATION AND ACREAGE DEDICATION PLAT

<b>30-025-48922</b>	<b>27220</b>	<b>GEM;BONE SPRING</b>
<b>330787</b>	<b>SILVER FED COM</b>	<b>402H</b>
<b>325830</b>	<b>ASCENT ENERGY</b>	<b>3532.9'</b>

10 Surface Location								
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line
N	9	20S	33E		355	SOUTH	1468	WEST
								County LEA

11 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
3	4	20S	33E		50	NORTH	1650	WEST
								County LEA

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.



**"OPERATOR  
CERTIFICATION**

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

*Ben Metz* 4-6-2020  
Signature Date

Ben Metz

Printed Name

bmetz@ascentenergy.us

E-mail Address

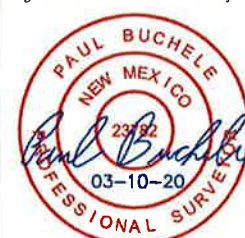
**"SURVEYOR  
CERTIFICATION**

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

January 31, 2020

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

- = SURFACE HOLE LOCATION
- ◆ = FTP/LTP
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- △ = SECTION CORNER RE-ESTABLISHED (Not Set on Ground.)

**NOTE:**

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)



SCALE  
DRAWN BY: S.F. 02-19-20

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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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>30-025-48925</b>	<sup>2</sup> Pool Code <b>27220</b>	<sup>3</sup> Pool Name <b>GEM;BONE SPRING</b>
<sup>4</sup> Property Code <b>330787</b>	<sup>5</sup> Property Name <b>SILVER FED COM</b>	<sup>6</sup> Well Number <b>503H</b>
<sup>7</sup> OGRID No. <b>325830</b>	<sup>8</sup> Operator Name <b>ASCENT ENERGY</b>	<sup>9</sup> Elevation <b>3533.1'</b>

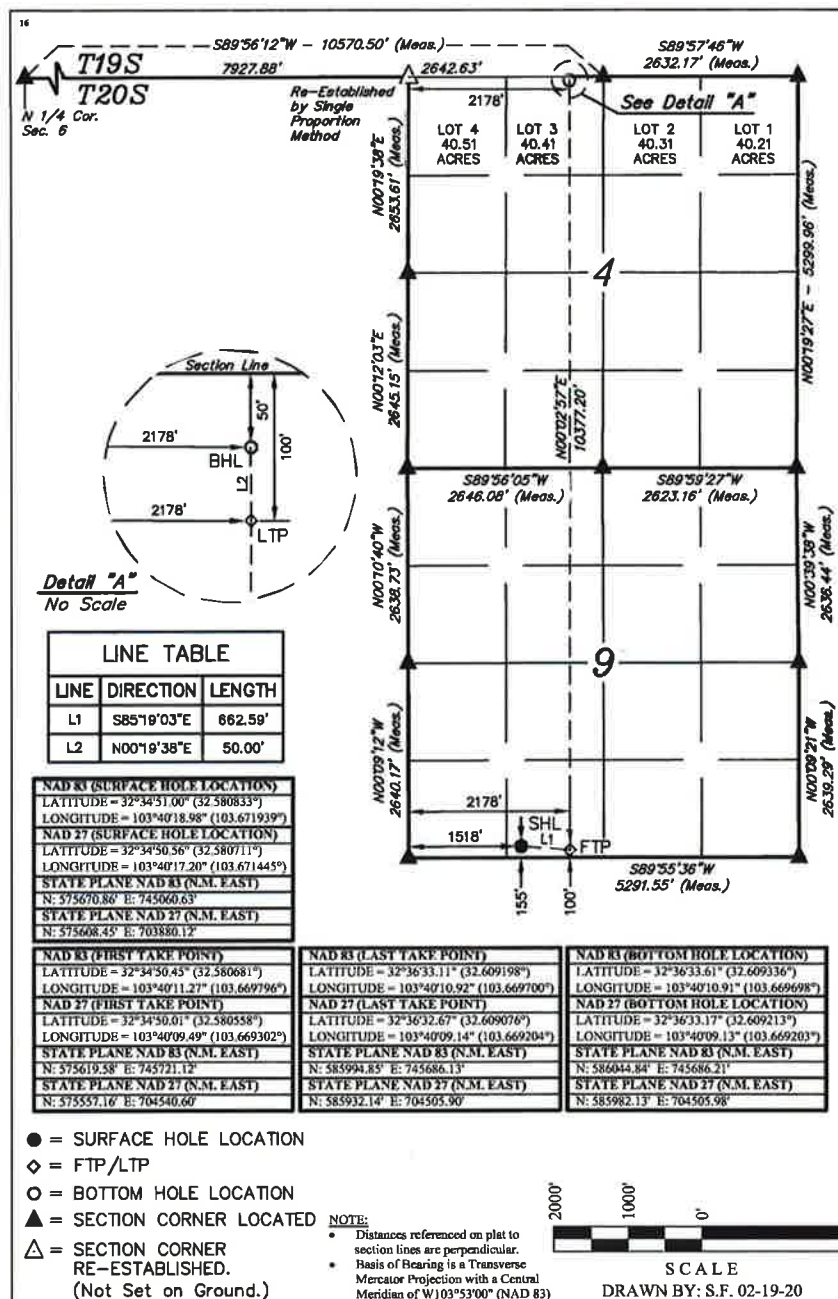
<sup>10</sup> Surface Location

UI. or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	9	20S	33E		155	SOUTH	1518	WEST	LEA

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

UI. or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	4	20S	33E		50	NORTH	2178	WEST	LEA
<sup>12</sup> Dedicated Acres 320.41	<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.



<sup>16</sup> OPERATOR CERTIFICATION

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

Ben Metz 4-6-2020  
Signature Date

Ben Metz  
Printed Name

bmetz@ascentenergy.us

E-mail Address

<sup>17</sup> SURVEYOR CERTIFICATION

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

January 31, 2020

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:



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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	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name
	27220	Gem, Bone Spring
<sup>4</sup> Property Code	<sup>5</sup> Property Name	<sup>6</sup> Well Number
	SILVER FED COM	401H
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name	<sup>9</sup> Elevation
	MATADOR RESOURCES COMPANY	3530.7'

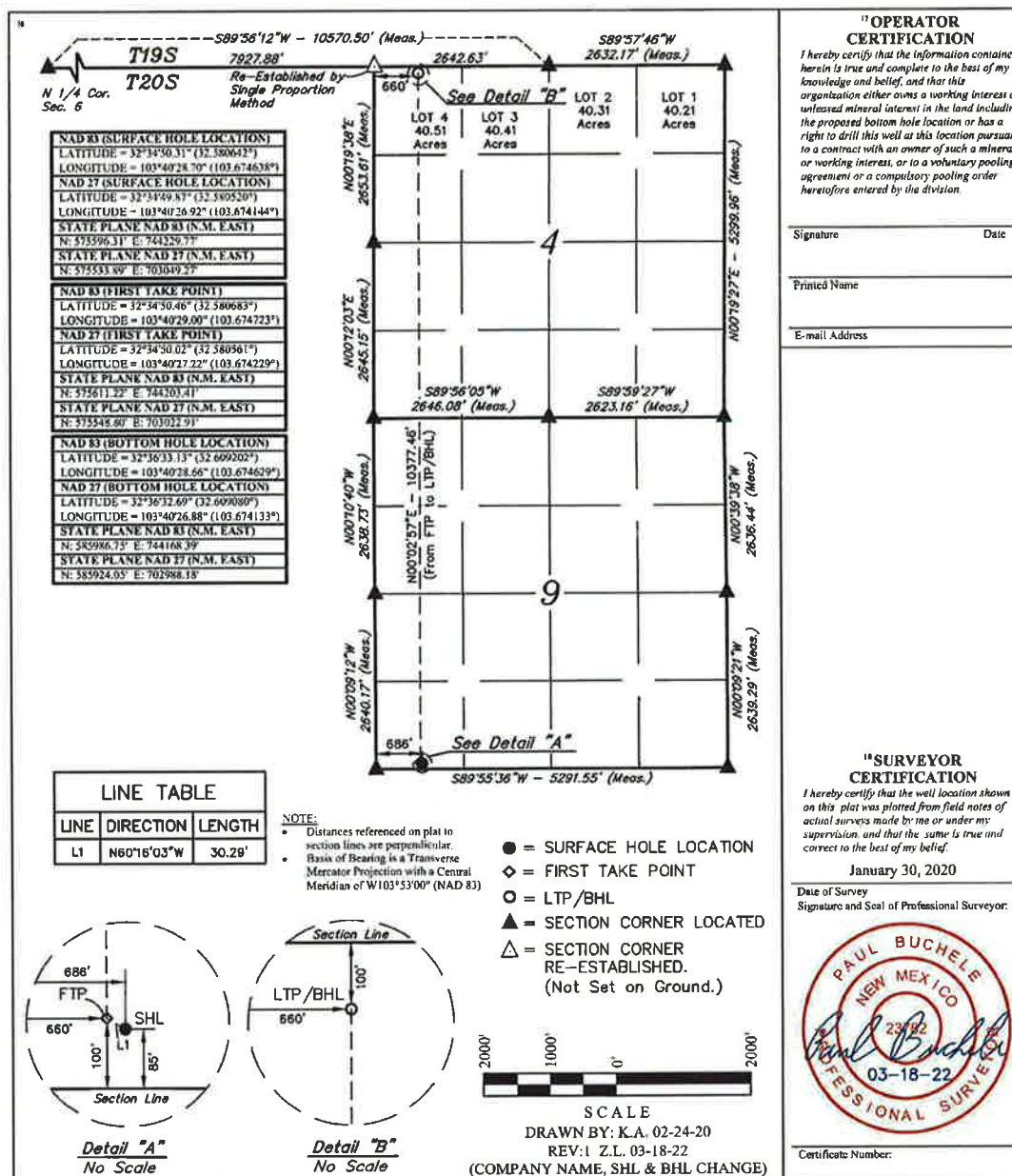
"Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	9	20S	33E		85	SOUTH	686	WEST	LEA

"Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	4	20S	33E		100	NORTH	660	WEST	LEA
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						
320.51									

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.



District I  
1625 N. French Dr., Hobbs, NM 88240  
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Revised August 1, 2011  
Submit one copy to appropriate  
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 27220	<sup>3</sup> Pool Name Cremj Bone Spring
<sup>4</sup> Property Code	<sup>5</sup> Property Name SILVER FED COM	<sup>6</sup> Well Number 501H
<sup>7</sup> OGRD No.	<sup>8</sup> Operator Name MATADOR RESOURCES COMPANY	<sup>9</sup> Elevation 3530.8'

"Surface Location

UL or lot no. M	Section 9	Township 20S	Range 33E	Lot Idn	Feet from the 85	North/South line SOUTH	Feet from the 716	East/West line WEST	County LEA
--------------------	--------------	-----------------	--------------	---------	---------------------	---------------------------	----------------------	------------------------	---------------

"Bottom Hole Location If Different From Surface

UL or lot no. 4	Section 4	Township 20S	Range 33E	Lot Idn	Feet from the 100	North/South line NORTH	Feet from the 660	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 320.51	<sup>13</sup> Joint or FeiHl	<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.

**LINE TABLE**

LINE	DIRECTION	LENGTH
L1	N75°06'20"W	58.26'

**NOTE:**  
Distances referenced on plat to section lines are perpendicular.  
Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

Detail "A"  
No Scale

Detail "B"  
No Scale

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

E-mail Address \_\_\_\_\_

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

January 30, 2020

Date of Survey  
Signature and Seal of Professional Surveyor:

Certificate Number: \_\_\_\_\_

**Legend:**  
 ● = SURFACE HOLE LOCATION  
 ◆ = FIRST TAKE POINT  
 ○ = LTP/BHL  
 ▲ = SECTION CORNER LOCATED  
 △ = SECTION CORNER RE-ESTABLISHED. (Not Set on Ground.)

**SCALE**  
 DRAWN BY: K.A. 02-24-20  
 REV:1 Z.L. 03-18-22  
 (COMPANY NAME, SHL & BHL CHANGE)

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-49048	<sup>2</sup> Pool Code 96399	<sup>3</sup> Pool Name TEAS;BONE SPRING, WEST
<sup>4</sup> Property Code 332438	<sup>5</sup> Property Name PONY EXPRESS FED COM	<sup>6</sup> Well Number 50311
<sup>7</sup> OGRID No. 228937	<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY	<sup>9</sup> Elevation 3533.5'

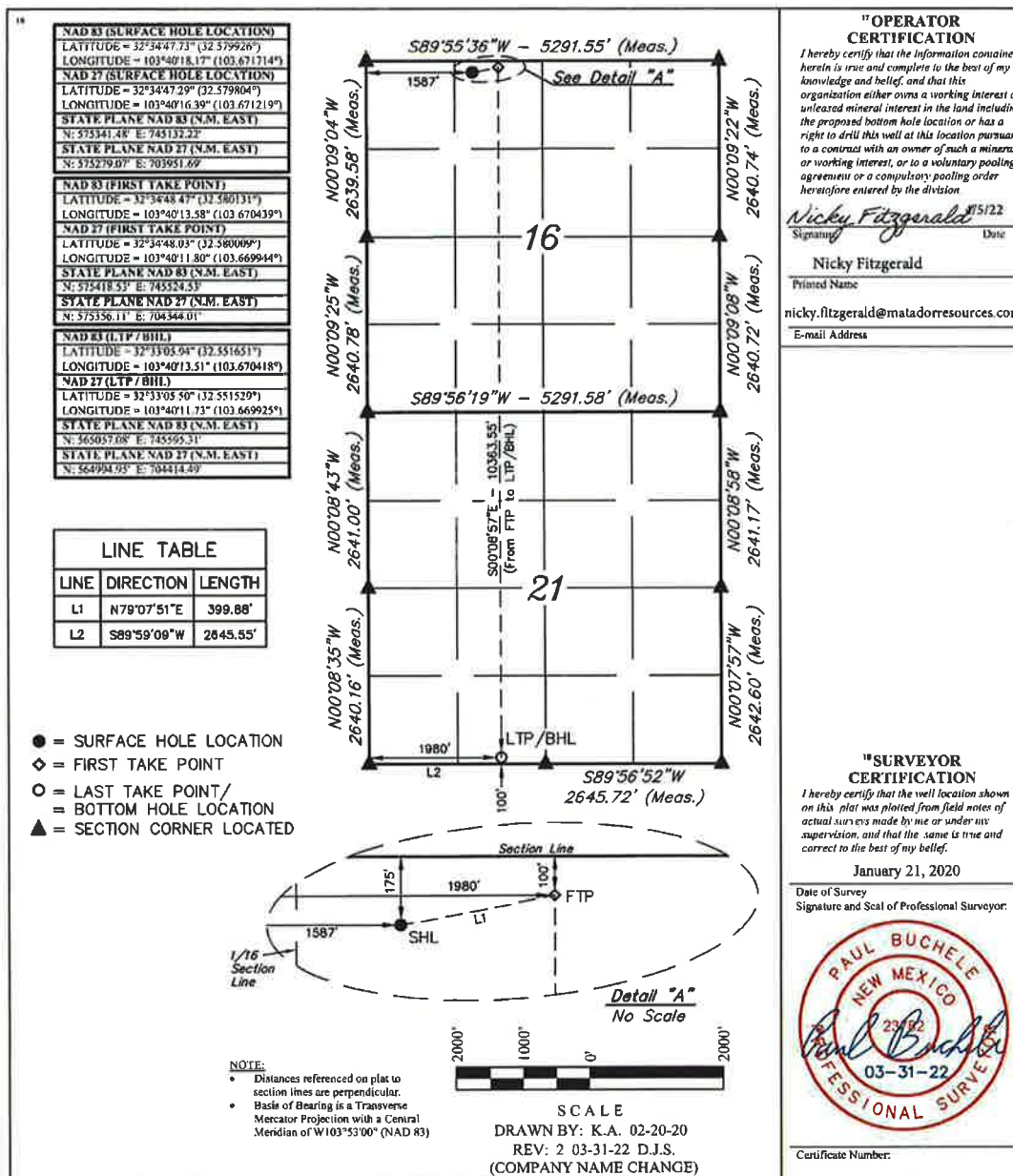
"Surface Location

U/L or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	20S	33E		175	NORTH	1587	WEST	LEA

"Bottom Hole Location If Different From Surface

U/L or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	20S	33E		100	SOUTH	1980	WEST	LEA
<sup>12</sup> Dedicated Acres 320	<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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WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-025-49050	2 Pool Code 96399	3 Pool Name TEAS.BONE SPRING, WEST
4 Property Code 332438	5 Property Name PONY EXPRESS FED COM	6 Well Number 602H
7 OGRID No. 228937	8 Operator Name MATADOR PRODUCTION COMPANY	9 Elevation 3533.3'

"Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	20S	33E		145	NORTH	1587	WEST	LEA

"Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	20S	33E		100	SOUTH	1980	WEST	LEA
12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code	15 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.

<p><b>NAD 83 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°34'48.03" (32.580009°) LONGITUDE = 103°40'18.17" (103.671714°) <b>NAD 83 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°34'47.39" (32.579886°) LONGITUDE = 103°40'16.39" (103.671219°) <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 575371.47' E: 745132.02' <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 575369.66' E: 745131.49'</p> <p><b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°34'48.47" (32.580131°) LONGITUDE = 103°40'13.58" (103.670439°) <b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°34'48.03" (32.580009°) LONGITUDE = 103°40'11.80" (103.669944°) <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 575418.53' E: 745324.53' <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 575356.11' E: 745344.01'</p> <p><b>NAD 83 (LTP/BHL)</b> LATITUDE = 32°33'05.94" (32.551651°) LONGITUDE = 103°40'13.51" (103.670418°) <b>NAD 83 (LTP/BHL)</b> LATITUDE = 32°33'05.56" (32.551529°) LONGITUDE = 103°40'11.73" (103.669925°) <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 565057.68' E: 745595.31' <b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 564994.95' E: 744414.49'</p>		<p><b>"OPERATOR CERTIFICATION</b> I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Nicky Fitzgerald</i> 4/5/22 Signature Date Nicky Fitzgerald Printed Name nicky.fitzgerald@matadorresources.com E-mail Address</p>									
<p><b>LINE TABLE</b></p> <table border="1"> <thead> <tr> <th>LINE</th> <th>DIRECTION</th> <th>LENGTH</th> </tr> </thead> <tbody> <tr> <td>L1</td> <td>N83°24'22"E</td> <td>395.40'</td> </tr> <tr> <td>L2</td> <td>S89°59'08"W</td> <td>2645.55'</td> </tr> </tbody> </table>	LINE	DIRECTION	LENGTH	L1	N83°24'22"E	395.40'	L2	S89°59'08"W	2645.55'	<p><b>NOTE:</b> • Distances referenced on plat to section lines are perpendicular. • Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W 103°53'06" (NAD 83)</p> <p>● = SURFACE HOLE LOCATION ◆ = FIRST TAKE POINT ○ = LAST TAKE POINT/ BOTTOM HOLE LOCATION ▲ = SECTION CORNER LOCATED</p> <p>SCALE DRAWN BY: K.A. 02-20-20 REV: 2 03-31-22 D.J.S. (COMPANY NAME CHANGE)</p>	<p><b>"SURVEYOR CERTIFICATION</b> I hereby certify that the well location shown on this plat was plotted from field notes of actual survey made by me or under my supervision, and that the same is true and correct to the best of my belief. January 21, 2020 Date of Survey Signature and Seal of Professional Surveyor:  Certificate Number:</p>
LINE	DIRECTION	LENGTH									
L1	N83°24'22"E	395.40'									
L2	S89°59'08"W	2645.55'									

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Form C-102  
Revised August 1, 2011  
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-48675	<sup>2</sup> Pool Code 96399	<sup>3</sup> Pool Name TEAS; BONE SPRING, WEST
<sup>4</sup> Property Code 326329	<sup>5</sup> Property Name PONY EXPRESS FED COM	<sup>6</sup> Well Number 501H
<sup>7</sup> GRID No. 228937	<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY	<sup>9</sup> Elevation 3530.6'

"Surface Location

UL or lot no. D	Section 16	Township 20S	Range 33E	Lot Idn	Feet from the 145	North/South line NORTH	Feet from the 776	East/West line WEST	County LEA
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"Bottom Hole Location If Different From Surface

UL or lot no. M	Section 21	Township 20S	Range 33E	Lot Idn	Feet from the 100	North/South line SOUTH	Feet from the 660	East/West line WEST	County LEA
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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.

**LINE TABLE**

LINE	DIRECTION	LENGTH
L1	N88°49'55"W	124.16'

**NOTE:**

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83).

**"Detail A"**  
No Scale

**"OPERATOR CERTIFICATION"**

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

*Cade LaBolt* 3/29/2022  
Signature Date

Cade LaBolt  
Printed Name

cade.labolt@maladorresources.com  
E-mail Address

**"SURVEYOR CERTIFICATION"**

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

January 30, 2020

Date of Survey  
Signature and Seal of Professional Surveyor:

Certificate Number:

● = SURFACE HOLE LOCATION  
◇ = FIRST TAKE POINT  
○ = BOTTOM HOLE LOCATION / LAST TAKE POINT  
▲ = SECTION CORNER LOCATED

2000' 1000' 0 2000'

SCALE

DRAWN BY: D.P. 02-24-20

REV: I 03-11-22 D.M.C.  
(SHL MOVE & WELL BORE & COMPANY NAME CHANGE)

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Energy, Minerals & Natural Resources Department  
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Santa Fe, NM 87505Form C-102  
Revised August 1, 2011  
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-48676	<sup>2</sup> Pool Code 96399	<sup>3</sup> Pool Name TEAS; BONE SPRING, WEST
<sup>4</sup> Property Code 326329	<sup>5</sup> Property Name PONY EXPRESS FED COM	<sup>6</sup> Well Number 601H
<sup>7</sup> OGRID No. 228937	<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY	<sup>9</sup> Elevation 3530.6'

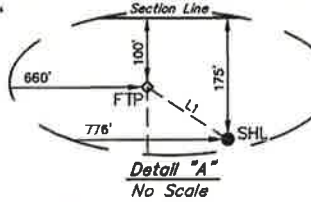
## "Surface Location

UL or lot no. D	Section 16	Township 20S	Range 33E	Lot Idn	Feet from the 175	North/South line NORTH	Feet from the 776	East/West line WEST	County LEA
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## "Bottom Hole Location If Different From Surface

UL or lot no. M	Section 21	Township 20S	Range 33E	Lot Idn	Feet from the 100	North/South line SOUTH	Feet from the 660	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 320	<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.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N57°08'06"W	137.90'

**NOTE:**

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83).

**"OPERATOR CERTIFICATION"**

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

*Clabolt* 3/29/2022  
Signature Date

Cade LaBolt  
Printed Name


cade.labolt@matadorresources.com  
E-mail Address

**"SURVEYOR CERTIFICATION"**

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

January 30, 2020  
Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

● = SURFACE HOLE LOCATION  
◆ = FIRST TAKE POINT  
○ = BOTTOM HOLE LOCATION / LAST TAKE POINT  
▲ = SECTION CORNER LOCATED

2000' 1000' 0 2000'

SCALE

DRAWN BY: D.P. 02-24-20

REV: 1 03-11-22 D.M.C.  
(SHL MOVE & WELL BORE & COMPANY NAME CHANGE)





# EXHIBIT 4

RECEIVED

JAN 29 2021

BLM, NMSO  
SANTA FE

January 28, 2021

NMNM 143010

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, NM 87508  
Attn: Shelia Mallory

Re: NMNM-138874  
T20S-R33E  
Sec. 4: NESW  
40 acres, more or less

Dear Mrs. Mallory,

Ascent Energy, LLC ("Ascent") hereby requests that the BLM enter into a communization agreement for the development of the oil and gas reserves covered by Lease NMNM-138874 (the "Lease") and to protect the Federal interest in forced pooling situations. The Lease is held by Mr. Phillip White who has threatened to relinquish the Lease as a negotiation tactic in order to extract unreasonable concessions from Ascent. Such relinquishment would thwart the Federal interest in orderly development of its minerals.

Ascent has just completed its hearing, January 21, 2021, for compulsory pooling at the New Mexico Oil Conservation Division, Case No. 21507 & 21508 ("Hearing"). These cases seek to pool uncommitted working interest owners in the Bone Spring and Wolfcamp formation which includes the Lease. At the Hearing, Mr. White, through his attorney, stated that he intends to drop his protest and allow Ascent to proceed uncontested with its compulsory pooling application. Furthermore, Mr. White stated that he will relinquish the Lease.

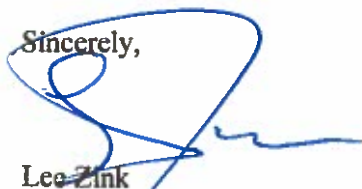
Ascent has made multiple offers to Mr. White to acquire the Lease. Ascent's attempts have been unsuccessful. Mr. White's working interest in the Hearing is 12.5%. The other working interest owners totaling 87.5%, are supportive of Ascent plans in the Silver Development Area (T20S-R33E Sec. 4: All, Sec. 9: All).

The Lease is located within the designated Potash Area of Lea, County, NM, Secretary Order No 3324 ("Order"). The Order provides for the orderly co-development of oil, gas, and potash resources. Ascent has complied with the Order by securing Drilling Islands and has received an approved Development Area, the Silver Development Area, for which the Lease is located. Ascent has already received approved compulsory pooling orders, R-21547 & R-21546 in the Silver Development Area.

Since a compulsory pooling order is pending and Mr. White has threatened to relinquish the Lease, Ascent requests the BLM act to pursue other means to protect the Federal interest and allow development to move forward. Ascent requests that the BLM enter into and approve a communitization agreement with Ascent and the other interest owners in accordance with BLM Manual 3150-9.11.H. That Manual section authorizes BLM the enter into a communitization agreement for unleased federal lands where: "(1) There is at least one leased tract (Federal, State, Indian, or fee) containing a producible well within the area to be communitized; and (2) there will be a long delay (over 6 months) in leasing the Federal lands."

The relinquishment of the Lease would have detrimental impact to the BLM and the other interest owners. Ascent looks forward to working with the BLM to efficiently develop its mineral interest and to maximize its reserves. If you have any questions or concerns, please contact the undersigned at (720) 710-8923 or [lzink@ascentenergy.us](mailto:lzink@ascentenergy.us).

Sincerely,



Lee Zink  
Vice President of Land  
Ascent Energy, LLC  
PO Box 270983  
Littleton, CO 80127

Cc: JulieAnn Serrano, Land Law Examiner

Enclosures:  
Silver Fed Com #503H CA Application (4 copies)

RECEIVED

JAN 29 2021

BLM, NMSO  
SANTA FEFederal Communitization AgreementContract No. NMMM 143010

THIS AGREEMENT entered into as of the 28th day of January, 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

Township 20 South – Range 33 East, N.M.P.M.  
Section 4: Lot 3, SENW, E2SW  
Section 9: E2W2  
*Lea County, NM*

Containing 320.41 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).



2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Ascent Energy, LLC PO Box 270983, Littleton, CO 80123. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 28, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not,

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

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

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

January 28, 2021  
Date

Ascent Energy, LLC

Operator

By: Lee Zink

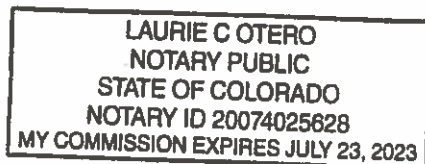
Operator/Attorney-in-Fact

# ACKNOWLEDGEMENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

On this 28<sup>th</sup> day of January, 2021, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



07/23/2023  
My Commission Expires

Laurie C Otero  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST

COMMUNITIZATION AGREEMENT: 11MNM 143010

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

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

NAME: [Signature] (signature of officer)

Printed: Lee Zink

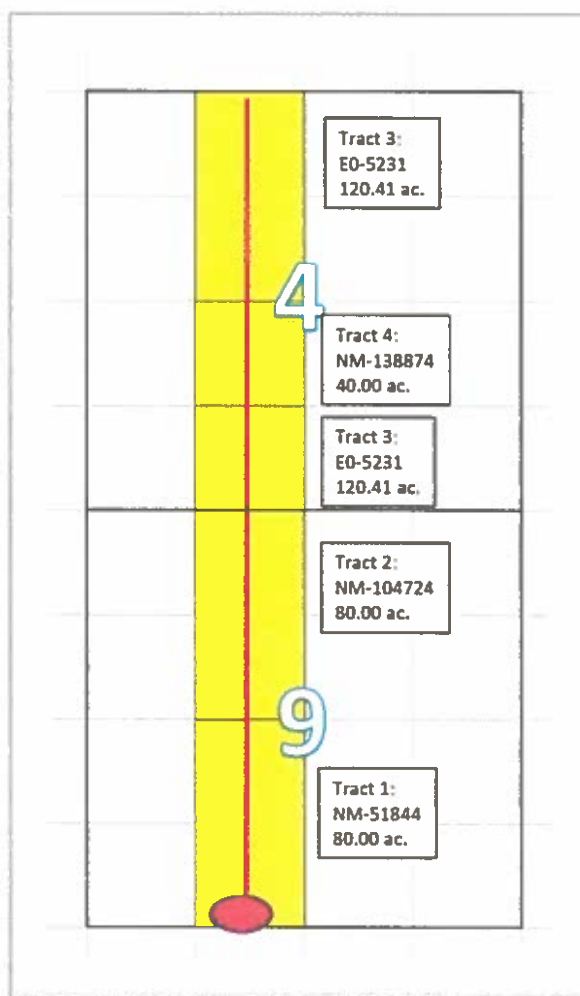
TITLE: Vice President of Land

Phone number: (720) 710-8923, email lzink@ascentenergy.us

## EXHIBIT "A"

Plat of communitized area covering 320.41 acres in:  
Township 20 South – Range 33 East, N.M.P.M.  
Section 4: Lot 3, SENW, E2SW  
Section 9: E2W2  
Lea County, NM

Silver Fed Com #503H





**EXHIBIT “B”**

To Communitization Agreement Dated January 28, 2021 embracing the following described land in:  
Township 20 South – Range 33 East, N.M.P.M.  
Section 4: Lot 3, SENW, E2SW  
Section 9: E2W2  
*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number: NMNM-51844

Description of Land Committed: Township 20 South, Range 33 East,  
N.M.P.M.  
Section 9: E/2SW/4

Number of Acres: 80.00

Current Lessee of Record: Ascent Energy, LLC – 100%

Name of Working Interest Owners: Ascent Energy, LLC

**Tract No. 2**

Lease Serial Number: NMNM-104724

Description of Land Committed: Township 20 South, Range 33 East,  
N.M.P.M.  
Section 9: E/2NW/4

Number of Gross Acres: 80.00

Current Lessee of Record: Chevron USA Inc – 100%

Name of Working Interest Owners: Marathon Oil Permian, LLC  
Camterra Resources Partners, LLC

Tract No. 3

Lease Serial Number: E0-5231

Description of Land Committed: Township 20 South, Range 33 East,  
N.M.P.M.  
Section 4: Lot 3, SE/4NW/4, SE/4SW/4

Number of Gross Acres: 120.41

Current Lessee of Record: Ascent Energy, LLC – 100%

Name of Working Interest Owners: Ascent Energy, LLC

Tract No. 4

Lease Serial Number: NMNM-138874

Description of Land Committed: Township 20 South, Range 33 East,  
N.M.P.M.  
Section 4: NW/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: Phillip White – 100%

Name of Working Interest Owners: Phillip White

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	24.9680%
2	80.00	24.9680%
3	120.41	37.5800%
4	<u>40.00</u>	<u>12.4840%</u>
Total	320.41	100.0000%



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

<https://www.blm.gov/new-mexico>



In Reply Refer To:

NMNM143010

3105.2 (NM920)

Reference:

Communitization Agreement

Silver Fed Com #503H

Section 4: Lot 3, SENW, E2SW,

Section 9: E2W2.

T. 20 S., R. 33 E., N.M.P.M.

Lea County, NM

Ascent Energy, LLC

P.O. Box 270983

Littleton, CO 80123

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143010 involving 80.00 acres of Federal land in lease NMNM 51844, 80.00 acres of Federal land in lease NMNM 104724, 40.00 acres of Federal land in lease NMNM 138874, and 120.41 acres of State land, Lea County, New Mexico, which comprise a 320.41 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lot 3, SENW, E2SW of sec. 4 and the E2W2 of sec. 9, T. 20 S., R. 33 E., NMPM, Lea County, NM, and is effective January 28, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

2

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

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

Sincerely,

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Lot 3, SENW, E2SW of sec. 4 and the E2W2 of sec. 9, T. 20 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

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

Approved:

---

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: January 28, 2021

Contract No.: Com. Agr. NMNM143010



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

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

Revised August, 2021

**ONLINE Version  
COMMUNITIZATION AGREEMENT**

API Initial Well: 30-025-48676

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 W2W2,

Sect(s) 16&21, T 20S, R 33E, NMPM Lea County, NM

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

Bone Spring Formation or pool, underlying said lands and the oil and 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 August \_\_\_\_\_ 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”**

Plat of communitized area covering **W2W2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.**

Pony Express Fed Com #601H

<b><u>Tract 1</u></b> State Lease V0-40210 40.00 Acres		
<b><u>Tract 2</u></b> State Lease E0-3441-8 40.00 Acres		
<b><u>Tract 3</u></b> State Lease E0-3441-5 40.00 Acres		
<b><u>Tract 4</u></b> State Lease B0-148211 40.00 Acres		
<b><u>Tract 5</u></b> Fed Lease NMMM-108976 40.00 Acres		
<b><u>Tract 6</u></b> Fed Lease NMNM-134877 40.00 Acres		
<b><u>Tract 7</u></b> Fed Lease NMNM-013280 80.00 Acres		
		<b>Section 16</b>
		<b>Section 21</b>

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the W2W2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

<b>Lease Serial Number:</b>	V0-40210
<b>Lessor:</b>	State of New Mexico
<b>Lease Term:</b>	5 Years
<b>Lease Date:</b>	5/1/1992
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: NW/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	ConocoPhillips Company
<b>Name of Working Interest Owners:</b>	ConocoPhillips Company

**Tract No. 2**

<b>Lease Serial Number:</b>	E0-3441-8
<b>Lessor:</b>	State of New Mexico
<b>Lease Term:</b>	5 Years
<b>Lease Date:</b>	4/10/1950
<b>Royalty Rate:</b>	1/8 <sup>th</sup>
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: SW/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	Chevron USA Inc
<b>Name of Working Interest Owners:</b>	MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** E0-3441-5  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 4/10/1950  
**Royalty Rate:** 1/8<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: NW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Snyder Ranches Inc  
**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 4**

**Lease Serial Number:** B0-148211  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 12/19/1932  
**Royalty Rate:** 1/8<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: SW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** OXY USA WTP Limited Partnership  
**Name of Working Interest Owners:** OXY USA WTP Limited Partnership

**Tract No. 5**

**Lease Serial Number:** NMNM-108976  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: NW/4NW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** COG Acreage LP  
**Name of Working Interest Owners:** COG Operating, LLC  
Concho Oil & Gas LLC  
Highland (Texas) Energy Company

**Tract No. 6**

**Lease Serial Number:** NMNM-134877

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SW/4NW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 7**

**Lease Serial Number:** NMNM-013280

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2SW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** ConocoPhillips Company  
COG Operating, LLC  
Sun Exploration and Production Company

**Name of Working Interest Owners:** ConocoPhillips Company  
COG Operating, LLC  
OXY WTP Limited Partnership

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	40.00	12.50%
<b>2</b>	40.00	12.50%
<b>3</b>	40.00	12.50%
<b>4</b>	40.00	12.50%
<b>5</b>	40.00	12.50%
<b>6</b>	40.00	12.50%
<b>7</b>	80.00	25.00%
<b>Total</b>	<b>320.00</b>	<b>100.00%</b>



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **1<sup>st</sup>** day of **August 2022**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**W2W2 Sections 16 & 21, Township 20S, Range 33E, Lea County, New Mexico.**

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

3. The Operator of the communitized area shall be **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is **August 1, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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



**Operator:** Matador Production Company

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

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

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

## ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT  
WORKING INTEREST

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

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

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

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

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

**EXHIBIT “A”**

Plat of communitized area covering **W2W2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.**

Pony Express Fed Com #601H

<b>Tract 1</b> State Lease V0-40210 40.00 Acres		<b>Section 16</b>
<b>Tract 2</b> State Lease E0-3441-8 40.00 Acres		
<b>Tract 3</b> State Lease E0-3441-5 40.00 Acres		
<b>Tract 4</b> State Lease B0-148211 40.00 Acres		
<b>Tract 5</b> Fed Lease NMMM- 108976 40.00 Acres		<b>Section 21</b>
<b>Tract 6</b> Fed Lease NMNM- 134877 40.00 Acres		
<b>Tract 7</b> Fed Lease NMNM- 013280 80.00 Acres		

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the W2W2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

<b>Lease Serial Number:</b>	State of New Mexico - V0-40210
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: NW/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	ConocoPhillips Company
<b>Name of Working Interest Owners:</b>	ConocoPhillips Company

**Tract No. 2**

<b>Lease Serial Number:</b>	State of New Mexico – E0-3441-8
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: SW/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	Chevron USA Inc
<b>Name of Working Interest Owners:</b>	MRC Permian Company



**Tract No. 3**

**Lease Serial Number:** State of New Mexico – E0-3441-5  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: NW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Snyder Ranches Inc  
**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 4**

**Lease Serial Number:** State of New Mexico – B0-148211  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: SW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** OXY USA WTP Limited Partnership  
**Name of Working Interest Owners:** OXY USA WTP Limited Partnership

**Tract No. 5**

**Lease Serial Number:** NMNM-108976  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: NW/4NW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** COG Acreage LP  
**Name of Working Interest Owners:** COG Operating, LLC  
Concho Oil & Gas LLC  
Highland (Texas) Energy Company

**Tract No. 6**

**Lease Serial Number:** NMNM-134877

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SW/4NW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 7**

**Lease Serial Number:** NMNM-013280

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2SW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** ConocoPhillips Company  
COG Operating, LLC  
Sun Exploration and Production Company

**Name of Working Interest Owners:** ConocoPhillips Company  
COG Operating, LLC  
OXY WTP Limited Partnership

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	40.00	12.50%
<b>2</b>	40.00	12.50%
<b>3</b>	40.00	12.50%
<b>4</b>	40.00	12.50%
<b>5</b>	40.00	12.50%
<b>6</b>	40.00	12.50%
<b>7</b>	80.00	25.00%
<b>Total</b>	<b>320.00</b>	<b>100.00%</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: 30-025-49050

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 E2W2,

Sect(s) 16&21, T 20S, R 33E, NMPM Lea County, NM

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

Bone Spring Formation or pool, underlying said lands and the oil and 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 August \_\_\_\_\_ 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"**

Plat of communitized area covering **E2W2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.**

Pony Express Fed Com #602H

	<b>Tract 1</b> State Lease V0-40210 40.00 Acres	<b>Section 16</b>
	<b>Tract 2</b> State Lease E0-3441-8 40.00 Acres	
	<b>Tract 3</b> State Lease E0-3441-5 40.00 Acres	
	<b>Tract 4</b> State Lease B0-148211 40.00 Acres	
	<b>Tract 5</b> Fed Lease NMMM- 108976 40.00 Acres	<b>Section 21</b>
	<b>Tract 6</b> Fed Lease NMNM- 134877 80.00 Acres	
	<b>Tract 7</b> Fed Lease NMNM- 107610 40.00 Acres	

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the E2W2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

<b>Lease Serial Number:</b>	V0-40210
<b>Lessor:</b>	State of New Mexico
<b>Lease Term:</b>	5 Years
<b>Lease Date:</b>	5/1/1992
<b>Royalty Rate:</b>	1/6 <sup>th</sup>
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: NE/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	ConocoPhillips Company
<b>Name of Working Interest Owners:</b>	ConocoPhillips Company

**Tract No. 2**

<b>Lease Serial Number:</b>	E0-3441-8
<b>Lessor:</b>	State of New Mexico
<b>Lease Term:</b>	5 Years
<b>Lease Date:</b>	4/10/1950
<b>Royalty Rate:</b>	1/8 <sup>th</sup>
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: SE/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	Chevron USA Inc
<b>Name of Working Interest Owners:</b>	MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** E0-3441-5  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 4/10/1950  
**Royalty Rate:** 1/8<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: NE/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Snyder Ranches Inc  
**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 4**

**Lease Serial Number:** B0-148211  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 12/19/1932  
**Royalty Rate:** 1/8<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: SE/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** OXY USA WTP Limited Partnership  
**Name of Working Interest Owners:** OXY USA WTP Limited Partnership

**Tract No. 5**

**Lease Serial Number:** NMNM-108976  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: NE/4NW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** COG Acreage LP  
**Name of Working Interest Owners:** COG Operating, LLC  
Concho Oil & Gas LLC  
Highland (Texas) Energy Company

**Tract No. 6**

**Lease Serial Number:** NMNM-134877

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SE/4NW/4 & NE/4SW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 7**

**Lease Serial Number:** NMNM-107610

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SE/4SW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Southeast Royalties, Inc.

**Name of Working Interest Owners:** EOG Resources, Inc

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	40.00	12.50%
<b>2</b>	40.00	12.50%
<b>3</b>	40.00	12.50%
<b>4</b>	40.00	12.50%
<b>5</b>	40.00	12.50%
<b>6</b>	80.00	25.00%
<b>7</b>	40.00	12.50%
<b>Total</b>	<b>320.00</b>	<b>100.00%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **1<sup>st</sup>** day of **August 2022**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**E2W2 Sections 16 & 21, Township 20S, Range 33E, Lea County, New Mexico.**

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

3. The Operator of the communitized area shall be **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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



communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is **August 1, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**Operator:** Matador Production Company

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

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

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

## ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT  
WORKING INTEREST

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

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

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

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

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

**EXHIBIT "A"**

Plat of communitized area covering **E2W2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.**

Pony Express Fed Com #602H

	<b>Tract 1</b> State Lease V0-40210 40.00 Acres	<b>Section 16</b>
	<b>Tract 2</b> State Lease E0-3441-8 40.00 Acres	
	<b>Tract 3</b> State Lease E0-3441-5 40.00 Acres	
	<b>Tract 4</b> State Lease B0-148211 40.00 Acres	
	<b>Tract 5</b> Fed Lease NMMM- 108976 40.00 Acres	<b>Section 21</b>
	<b>Tract 6</b> Fed Lease NMNM- 134877 80.00 Acres	
	<b>Tract 7</b> Fed Lease NMNM- 107610 40.00 Acres	



**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the E2W2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

<b>Lease Serial Number:</b>	State of New Mexico - V0-40210
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: NE/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	ConocoPhillips Company
<b>Name of Working Interest Owners:</b>	ConocoPhillips Company

**Tract No. 2**

<b>Lease Serial Number:</b>	State of New Mexico – E0-3441-8
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 16: SE/4NW/4
<b>Number of Acres:</b>	40.00
<b>Current Lessee of Record:</b>	Chevron USA Inc
<b>Name of Working Interest Owners:</b>	MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** State of New Mexico – E0-3441-5  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: NE/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Snyder Ranches Inc  
**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 4**

**Lease Serial Number:** State of New Mexico – B0-148211  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: SE/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** OXY USA WTP Limited Partnership  
**Name of Working Interest Owners:** OXY USA WTP Limited Partnership

**Tract No. 5**

**Lease Serial Number:** NMNM-108976  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: NE/4NW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** COG Acreage LP  
**Name of Working Interest Owners:** COG Operating, LLC  
Concho Oil & Gas LLC  
Highland (Texas) Energy Company

**Tract No. 6**

**Lease Serial Number:** NMNM-134877

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SE/4NW/4 & NE/SW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 7**

**Lease Serial Number:** NMNM-107610

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: SE/4SW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Southeast Royalties, Inc.

**Name of Working Interest Owners:** EOG Resources, Inc

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	40.00	12.50%
<b>2</b>	40.00	12.50%
<b>3</b>	40.00	12.50%
<b>4</b>	40.00	12.50%
<b>5</b>	40.00	12.50%
<b>6</b>	80.00	25.00%
<b>7</b>	40.00	12.50%
<b>Total</b>	<b>320.00</b>	<b>100.00%</b>

## PONY WEST COMMINGLING NOTICE LIST

<i>Owner</i>	<i>Address</i>
Aimee Ducharme	6 Equality Park West Newport, RI 02840
Alan David Peters	200 South L Street Midland, TX 79701
Antonia Dean	2381 Brother Abdon Way Santa Fe, NM 87505
Avant Operating, LLC	1515 Wynkoop Street Suite 700 Denver, CO 80202
Braille Institute of America, Inc. (C/O Bank of America, N.A., Agent)	P.O. Box 830308 Dallas, TX 75283
Carl A. Robinson Production, Ltd.	908 West Berry Fort Worth, TX 76110
Catherine Joyce-Coll, Trustee of the Trust for the benefit of Catherine Joyce-Coll	83 La Barbaria Trail Santa Fe, NM 87505
Cecil Bond Kyte	P.O. Box 30864 Santa Barbara, CA 93130
Cecile Marie Dreessen	P.O. Box 1696 Poulsbo, WA 98370
Celeste Martley	663 Union Street Portsmouth, RI 02871
Claudia Neal Young	4140 North Apodaca Street Hobbs, NM 88240
COG Operating LLC	600 West Illinois Avenue Midland, TX 79701
Concho Oil & Gas LLC	600 W. Illinois Avenue Midland, TX 79701
ConocoPhillips Company	600 W. Illinois Avenue Midland, TX 79701
Daniel Rapkoch	900 W. Silver Street Butte, MT 59701
Deborah S. Moore	P.O. Box 64756 Lubbock, TX 79464
Denise Crimmins	108 Riverview Ave. Middletown, RI 02842
Diamond Lil Properties, LLC	P.O. Box 1818 Roswell, NM 88202

## EXHIBIT 5

Edward T. Dreessen, Jr., "Co-Trustee" of the Edward T. Dreessen and Kathleen Dreessen Living Trust dated 6/13/2014	c/o Edward T. Dreessen, Jr., Co-Trustee P.O. Box 1390 Grants Pass, OR 97528
EOG Resources, Inc.	5509 Champions Drive Midland, TX 79706
Eric D. Fein	16800 Dallas Parkway Suite 105 Dallas, TX 75248
Estate of James N. Coll John F. Coll, II Eric J. Coll Clarke C. Coll Melanie Coll DeTemple Max W. Coll, III	John F. Coll, II 7335 Walla Walla San Antonio, TX 78250  Eric J. Coll P.O. Box 1818 Roswell, NM 88202  Clarke C. Coll P.O. Box 1818 Roswell, NM 88202  Melanie Coll DeTemple 5653 Tobias Avenue Van Nuys, CA 91411  Max W. Coll, III 7625 El Centro Boulevard Unit #2 Las Cruces, NM 88012
Etz Oil Properties, Ltd.	P.O. Box 73406 Phoenix, AZ 85050
George H. Etz, Jr., Trustee (Now George H. Etz, III, Trustee)	1105 Xanthisma Avenue McAllen, TX 78504
Gilbert Collins Wheat, Sr., deceased - Died on December 6, 1995 Gertrude M. Wheat, deceased - Died on May 4, 1973 Gilbert Collins Wheat, Jr., deceased - Died on October 13, 2010 Helen Marie Wheat, deceased - Died on December 18, 2010 (C/O Wheat Company Trust, Margery M. Wheat Huyck and Richard J. Huyck, Trustees)	441 Baltusrol Drive Aptos, CA 95003
HCDD, LLC	600 Las Colinas Blvd Ste 1900 Irving, TX 75039

Higgins Trust, Inc. (Now HTI Resources, Inc.)	P.O. Box 10690 Savannah, GA 31412
Highland (Texas) Energy Company	11886 Greenville Avenue Suite 106 Dallas, TX 75243
Ingrid Powell, Trustee of the C & I Powell Revocable Living Trust dated 6/16/1978	c/o Ingrid Powell, Trustee 114 Las Brisas Drive Monterey, CA 93940
Ronald Jackson Erwin	6403 Sequoia Drive Midland, TX 79707
Jennifer Deland	9951 Baker Lake Rd. Minocqua, WI 54548-9128
Jennifer E. Deland and LeRoy E. DeLand Revocable Trust	9951 Baker Lake Rd. Minocqua, WI 54548-9128
Jonathan Talbot Brickey	4821 Rangewood Midland, TX 79707
Karen Irish f/k/a Karen Rapkoch	320 Old Hickory Blvd. Unit 711 Nashville, TN 37221
Keaton Brickey	5211 Preston Drive Midland, TX 79707
Laura Neal Barbaree	623 Athens Road Lexington, GA 30648
Marc Ducharme	7 Xavier Terrace Newport, RI 02840
Mary Dupuis	3119 3rd. Ave So. Great Falls, MT 59045
Max W. Coll, III	7625 El Centro Unit #2 Las Cruces, NM 88012
Michael Rapkoch	1963 Patricia Ln. Billings, MT 59102
Michelle Deane	307 Highland Rd. Tiverton, RI 02878
Momentum Minerals Nominee II, Inc.	750 Town & Country Blvd. Suite 420 Houston, TX 77024
Mongoose Minerals LLC	600 W. Illinois Avenue Midland, TX 79701
OGX Royalty Fund, LP	P.O. Box 2064 Midland, TX 79702

Oxy USA WTP LP	5 Greenway Plaza Suite 110 Houston, TX 77046
Pegasus Resources II, LLC	P.O. Box 470698 Fort Worth, TX 76147
PEO Permian, LLC	16400 Dallas Parkway Suite 400 Dallas, TX 75248
Republic National Bank of Dallas and C.R. Mallison, Trustees of the Selma E. Andrews Trust dated 5/8/1969	P.O. Box 830308 Dallas, TX 75283
Russell J. Cox	703 Lake Meadows Drive Rockwall, TX 75087
Sabine Oil & Gas Corporation	1415 Louisiana Street Suite 1600 Houston, TX 77002
Spirit Trail, LLC	P.O. Box 1818 Roswell, NM 88202
Occidental Petroleum	5 Greenway Plaza Suite 110 Houston, TX 77046
Thomas Rapkoch	2527 38th Avenue San Francisco, CA 94116
Tumbler Energy Partners, LLC	P.O. Box 50938 Midland, TX 79710
The United States of America Bureau of Land Management	301 Dinosaur Trail Santa Fe, NM 87508
Vince Holdings, LLC	P.O. Box 65318 Lubbock, TX 79464
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
Apollo Permian, LLC	P.O. Box 14779, Oklahoma City, OK 73113
Black Mountain Operating, LLC	425 Houston Street Suite 400 Fort Worth, TX 76102



BMT I BPEOR NM, LLC	201 Main Street Suite 3100 Fort Worth, TX 76102
BMT II BPEOR NM, LLC	201 Main Street Suite 3100 Fort Worth, TX 76102
Capital Partnership II (CTAM) BPEOR NM, LLC	201 Main Street Suite 3100 Fort Worth, TX 76102
CMB BPEOR NM, LLC	201 Main Street Suite 3100 Fort Worth, TX 76102
Collins & Jones Investments, LLC	508 West Wall Street, Suite 1200, Midland, TX 79701
Crown Oil Partners, LP	P.O. Box 50820, Midland, TX 79710
David W. Cromwell	P.O. Box 50820, Midland, TX 79710
Deane Durham	P.O. Box 50820, Midland, TX 79710
Double Cabin Minerals, LLC	1515 Wynkoop Street, Suite 700, Denver, CO 80202
Good News Minerals, LLC	4000 North Big Spring Suite 310 Midland, TX 79705
Guard Income Fund, LP	1550 Larimer ST., #505, Denver, CO 80202
H. Jason Wacker	5601 Hillcrest, Midland, TX 79707
HCDD, LLC	600 Las Colinas Blvd., Ste. 1900, Irving, TX 75039
Janice Lynn Berke-Davis	4215 Austin Meadow Dr., Sugar Land, TX 77479
Kaleb Smith	P.O. Box 50820, Midland, TX 79710
Lisa Carol Muratta	5200 Blossom St. #9, Houston, TX 77007
LMC Energy, LLC	550 W. Texas Ave., Suite 945, Midland, TX 79701
Lori Michelle Muratta	2108 Sunset Blvd., Houston, TX 77005
Mike Moylett	P.O. Box 50820, Midland, TX 79710

MLB BPEOR NM, LLC	201 Main Street Suite 3100 Fort Worth, TX 76102
Momentum Minerals Nominee II, Inc.	750 Town & Country Blvd., Suite 420, Houston, TX 77024
Oak Valley Mineral and Land, LP	P.O. Box 50820, Midland, TX 79710
Paul Matthew Muratta	177 Wilson Dr., Gadsden, AL 35901
Pegasus Resources II, LLC	P.O. Box 470698, Fort Worth, TX 76147
Post Oak Crown IV, LLC	5200 San Felipe, Houston, TX 77056
Post Oak Crown IV-B, LLC	5200 San Felipe, Houston, TX 77056
Post Oak Mavros II, LLC	34 S. Wynden Dr., Ste. 210, Houston, TX 77056
Rimco Royalty Partners, LP	P.O. Box 39, Canton, CT 06019
Sortida Resources, LLC	P.O. Box 50820, Midland, TX 79710
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
Stacy Anne O'Malley	3755 Maroneal Street, Houston, TX 77025
State of New Mexico	1220 South St. Francis Drive Santa Fe, NM 87505
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
Viper Energy Partners, LLC	500 West Texas, Suite 1200, Midland, TX 79701
XTO Delaware Basin, LLC	22777 Springswoods Village Parkway, Spring, TX 77389
XTO Holdings, LLC	22777 Springswoods Village Parkway, Spring, TX 77389

Camterra Resources Partners, Ltd.	P.O. Box 2069, Marshall, TX 75671
Foran Oil Company	5400 LBJ Freeway, Suite 1500, Dallas, TX 75240
Hope Royalties, LLC	P.O. Box 1326, Artesia, NM 88211
Jetta-X2, LP	640 Taylor Street, Suite 2400, Fort Worth, TX, 76102
Performance Oil and Gas Company	5400 LBJ Freeway, Suite 1500, Dallas, TX 75240
Xplor Resources, LLC	1104 North Shore Drive, Carlsbad, NM 88220



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

December 01, 2022

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

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the W/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea 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 - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Aimee Ducharme	6 Equality Park W		Newport	RI	02840-2603	Certified w/Return Receipt (Signature)	9414811898765813851737	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 1
31309	12/01/2022		Celeste Martley	663 Union St		Portsmouth	RI	02871-2211	Certified w/Return Receipt (Signature)	9414811898765813851935	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 10
31309	12/01/2022		TRB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813869602	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 100
31309	12/01/2022		Viper Energy Partners, LLC	500 W Texas Ave Ste 1200		Midland	TX	79701-4203	Certified w/Return Receipt (Signature)	9414811898765813869695	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 101

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		XTO Delaware Basin, LLC	22777 Springwoods Village Pkwy		Spring	TX	77389-1425	Certified w/Return Receipt (Signature)	9414811898765813869640	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 102
31309	12/01/2022		XTO Holdings, LLC	22777 Springwoods Village Pkwy		Spring	TX	77389-1425	Certified w/Return Receipt (Signature)	9414811898765813869688	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 103
31309	12/01/2022		Camterra Resources Partners, Ltd.	PO Box 2069		Marshall	TX	75671-2069	Certified w/Return Receipt (Signature)	9414811898765813869633	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 104
31309	12/01/2022		Foran Oil Company	5400 Lbj Fwy Ste 1500		Dallas	TX	75240-1017	Certified w/Return Receipt (Signature)	9414811898765813869671	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 105

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Hope Royalties, LLC	PO Box 1326		Artesia	NM	88211-1326	Certified w/Return Receipt (Signature)	9414811898765813869114	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 106
31309	12/01/2022		Jetta-X2, LP	640 Taylor St Ste 2400		Fort Worth	TX	76102-4846	Certified w/Return Receipt (Signature)	9414811898765813869169	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 107
31309	12/01/2022		Performanc e Oil and Gas Company	5400 Lbj Fwy Ste 1500		Dallas	TX	75240-1017	Certified w/Return Receipt (Signature)	9414811898765813869121	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 108
31309	12/01/2022		Xplor Resources, LLC	1104 North Shore Dr		Carlsbad	NM	88220-4638	Certified w/Return Receipt (Signature)	9414811898765813869107	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 109



**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Claudia Neal Young	4140 N Apodaca St		Hobbs	NM	88240-0960	Certified w/Return Receipt (Signature)	9414811898765813851973	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 11
31309	12/01/2022		COG Operating LLC	600 W Illinois Ave		Midland	TX	79701-4882	Certified w/Return Receipt (Signature)	9414811898765813851614	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 12
31309	12/01/2022		Concho Oil & Gas LLC	600 W Illinois Ave		Midland	TX	79701-4882	Certified w/Return Receipt (Signature)	9414811898765813851652	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 13
31309	12/01/2022		ConocoPhillips Company	600 W Illinois Ave		Midland	TX	79701-4882	Certified w/Return Receipt (Signature)	9414811898765813851669	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 14

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Daniel Rapkoch	900 W Silver St		Butte	MT	59701-1550	Certified w/Return Receipt (Signature)	9414811898765813851621	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 15
31309	12/01/2022		Deborah S. Moore	PO Box 64756		Lubbock	TX	79464-4756	Certified w/Return Receipt (Signature)	9414811898765813851690	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 16
31309	12/01/2022		Denise Crimmins	108 Riverview Ave		Middleton	RI	02842-5323	Certified w/Return Receipt (Signature)	9414811898765813851645	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 17
31309	12/01/2022		Diamond Lil Properties, LLC	PO Box 1818		Roswell	NM	88202-1818	Certified w/Return Receipt (Signature)	9414811898765813851683	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 18

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022	Edward T Dreessen And Kathleen Dreessen Living	Edward T. Dreessen, Jr., Co-Trustee of the	PO Box 1390	Trust Dated 6/13/2014, C/O Edward T. Dreessen,	Grants Pass	OR	97528-0115	Certified w/Return Receipt (Signature)	9414811898765813851638	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 19
31309	12/01/2022		Alan David Peters	200 S L St		Midland	TX	79701-6507	Certified w/Return Receipt (Signature)	9414811898765813851911	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 2
31309	12/01/2022		EOG Resources, Inc.	5509 Champions Dr		Midland	TX	79706-2843	Certified w/Return Receipt (Signature)	9414811898765813851676	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 20
31309	12/01/2022		Eric D. Fein	16800 Dallas Pkwy Ste 105		Dallas	TX	75248-1976	Certified w/Return Receipt (Signature)	9414811898765813851119	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 21

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Estate of James N. Coll, John F. Coll, II	7335 Walla Walla Dr		San Antonio	TX	78250-5242	Certified w/Return Receipt (Signature)	9414811898765813851157	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 22
31309	12/01/2022		Eric J. Coll	PO Box 1818		Roswell	NM	88202-1818	Certified w/Return Receipt (Signature)	9414811898765813851164	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 23
31309	12/01/2022		Melanie Coll DeTemple	5653 Tobias Ave		Van Nuys	CA	91411-3348	Certified w/Return Receipt (Signature)	9414811898765813851126	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 24
31309	12/01/2022		Clarke C. Coll	PO Box 1818		Roswell	NM	88202-1818	Certified w/Return Receipt (Signature)	9414811898765813851102	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 25

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Max W. Coll, III	7625 El Centro Blvd Unit 2		Las Cruces	NM	88012-9313	Certified w/Return Receipt (Signature)	9414811898765813851195	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 26
31309	12/01/2022		Etz Oil Properties, Ltd.	PO Box 73406		Phoenix	AZ	85050-1041	Certified w/Return Receipt (Signature)	9414811898765813851188	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 27
31309	12/01/2022	Now George H. Etz, III, Trustee	George H. Etz, Jr., Trustee	1105 Xanthisma Ave		McAllen	TX	78504-3519	Certified w/Return Receipt (Signature)	9414811898765813851133	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 28
31309	12/01/2022		Gilbert Collins Wheat, Sr.	441 Baltusrol Dr		Aptos	CA	95003-5407	Certified w/Return Receipt (Signature)	9414811898765813851171	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 29

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Antonia Dean	2381 Brother Abdon Way		Santa Fe	NM	87505-5798	Certified w/Return Receipt (Signature)	9414811898765813851959	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 3
31309	12/01/2022		HCDD, LLC	600 Las Colinas Blvd E		Irving	TX	75039-5616	Certified w/Return Receipt (Signature)	9414811898765813851317	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 30
31309	12/01/2022		Higgins Trust, Inc.Now HTI Resources, Inc.	PO Box 10690		Savannah	GA	31412-0890	Certified w/Return Receipt (Signature)	9414811898765813851362	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 31
31309	12/01/2022		Highland Texas Energy Company	11886 Greenville Ave Ste 106		Dallas	TX	75243-3569	Certified w/Return Receipt (Signature)	9414811898765813851324	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 32

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022	Revocable Living Trust Dated 6/16/1978	Ingrid Powell, Trustee of the C & I Powell	114 Las Brisas Dr	C/O Ingrid Powell, Trustee	Monterey	CA	93940-7611	Certified w/Return Receipt (Signature)	9414811898765813851300	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 33
31309	12/01/2022		Ronald Jackson Erwin	6403 Sequoia Dr		Midland	TX	79707-1547	Certified w/Return Receipt (Signature)	9414811898765813851348	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 34
31309	12/01/2022		Jennifer Deland	9951 Baker Lake Rd		Minocqua	WI	54548-9128	Certified w/Return Receipt (Signature)	9414811898765813851386	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 35
31309	12/01/2022	Revocable Trust	Jennifer E. Deland and LeRoy E. DeLand	9951 Baker Lake Rd		Minocqua	WI	54548-9128	Certified w/Return Receipt (Signature)	9414811898765813851331	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 36

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Jonathan Talbot Brickey	4821 Rangewood		Midland	TX	79707-2630	Certified w/Return Receipt (Signature)	9414811898765813851379	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 37
31309	12/01/2022		Karen Irish f/k/a Karen Rapkoch	320 Old Hickory Blvd Apt 711		Nashville	TN	37221-1309	Certified w/Return Receipt (Signature)	9414811898765813851010	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 38
31309	12/01/2022		Keaton Brickey	5211 Preston Dr		Midland	TX	79707-5104	Certified w/Return Receipt (Signature)	9414811898765813851058	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 39
31309	12/01/2022		Avant Operating, LLC	1515 Wynkoop St Ste 700		Denver	CO	80202-2062	Certified w/Return Receipt (Signature)	9414811898765813851966	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 4



**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Laura Neal Barbaree	623 Athens Rd		Lexington	GA	30648-1909	Certified w/Return Receipt (Signature)	9414811898765813851065	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 40
31309	12/01/2022		Marc Ducharme	7 Xavier Ter		Newport	RI	02840-2331	Certified w/Return Receipt (Signature)	9414811898765813851027	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 41
31309	12/01/2022		Mary Dupuis	3119 3rd Ave S		Great Falls	MT	59405-3357	Certified w/Return Receipt (Signature)	9414811898765813851003	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 42
31309	12/01/2022		Max W. Coll, III	7625 El Centro Blvd Unit 2		Las Cruces	NM	88012-9313	Certified w/Return Receipt (Signature)	9414811898765813851096	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 43

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Michael Rapkoch	1963 Patricia Ln		Billings	MT	59102-2647	Certified w/Return Receipt (Signature)	9414811898765813851041	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 44
31309	12/01/2022		Michelle Deane	307 Highland Rd		Tiverton	RI	02878-4416	Certified w/Return Receipt (Signature)	9414811898765813851089	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 45
31309	12/01/2022		Momentum Minerals Nominee II, Inc.	750 Town And Country Blvd Ste 420		Houston	TX	77024-3914	Certified w/Return Receipt (Signature)	9414811898765813851034	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 46
31309	12/01/2022		Mongoose Minerals LLC	600 W Illinois Ave		Midland	TX	79701-4882	Certified w/Return Receipt (Signature)	9414811898765813851416	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 47

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		OGX Royalty Fund, LP	PO Box 2064		Midland	TX	79702-2064	Certified w/Return Receipt (Signature)	9414811898765813851454	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 48
31309	12/01/2022		Oxy USA WTP LP	5 Greenway Plz Ste 110		Houston	TX	77046-0521	Certified w/Return Receipt (Signature)	9414811898765813851461	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 49
31309	12/01/2022	C/O Bank Of America, N.A., Agent	Braille Institute of America, Inc.,	PO Box 830308		Dallas	TX	75283-0308	Certified w/Return Receipt (Signature)	9414811898765813851928	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 5
31309	12/01/2022		Pegasus Resources II, LLC	PO Box 470698		Fort Worth	TX	76147-0698	Certified w/Return Receipt (Signature)	9414811898765813851423	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 50

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		PEO Permian, LLC	16400 Dallas Pkwy Ste 400		Dallas	TX	75248-2643	Certified w/Return Receipt (Signature)	9414811898765813851492	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 51
31309	12/01/2022	Mallison, Trustees Of The Selma E. Andrews	Republic National Bank of Dallas and C.R.	PO Box 830308	Trust Dated 5/8/1969	Dallas	TX	75283-0308	Certified w/Return Receipt (Signature)	9414811898765813851447	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 52
31309	12/01/2022		Russell J. Cox	703 Lake Meadows Dr		Rockwall	TX	75087-3675	Certified w/Return Receipt (Signature)	9414811898765813851485	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 53
31309	12/01/2022		Sabine Oil & Gas Corporation	1415 Louisiana St Ste 1600		Houston	TX	77002-7490	Certified w/Return Receipt (Signature)	9414811898765813851478	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 54

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Spirit Trail, LLC	PO Box 1818		Roswell	NM	88202-1818	Certified w/Return Receipt (Signature)	9414811898765813851515	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 55
31309	12/01/2022		Occidental Petroleum	5 Greenway Plz Ste 110		Houston	TX	77046-0521	Certified w/Return Receipt (Signature)	9414811898765813851553	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 56
31309	12/01/2022		Thomas Rapkoch	2527 38th Ave		San Francisco	CA	94116-2855	Certified w/Return Receipt (Signature)	9414811898765813851560	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 57
31309	12/01/2022		Tumbler Energy Partners, LLC	PO Box 50938		Midland	TX	79710-0938	Certified w/Return Receipt (Signature)	9414811898765813851522	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 58

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022	The United States Of America	Bureau of Land Management	301 Dinosaur Trl		Santa Fe	NM	87508-1560	Certified w/Return Receipt (Signature)	9414811898765813851591	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 59
31309	12/01/2022		Carl A. Robinson Production, Ltd.	908 W Berry St		Fort Worth	TX	76110-3506	Certified w/Return Receipt (Signature)	9414811898765813851904	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 6
31309	12/01/2022		Vince Holdings, LLC	PO Box 65318		Lubbock	TX	79464-5318	Certified w/Return Receipt (Signature)	9414811898765813851584	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 60
31309	12/01/2022		32 Mineral I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813851539	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 61

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		32 Mineral II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813851577	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 62
31309	12/01/2022		ACB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813869251	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 63
31309	12/01/2022		Apollo Permian, LLC	PO Box 14779		Oklahoma City	OK	73113-0779	Certified w/Return Receipt (Signature)	9414811898765813869268	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 64
31309	12/01/2022		Black Mountain Operating, LLC	425 Houston St Ste 400		Fort Worth	TX	76102-7437	Certified w/Return Receipt (Signature)	9414811898765813869220	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 65

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		BMT I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869206	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 66
31309	12/01/2022		BMT II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869299	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 67
31309	12/01/2022		Capital Partnership II CTAM BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869244	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 68
31309	12/01/2022		CMB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869282	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 69



**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022	The Benefit Of Catherine Joyce-Coll	Catherine Joyce-Coll, Trustee of the Trust for	83 La Barbaria Trl		Santa Fe	NM	87505-9008	Certified w/Return Receipt (Signature)	9414811898765813851997	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 7
31309	12/01/2022		Collins & Jones Investments, LLC	508 W Wall St Ste 1200		Midland	TX	79701-5076	Certified w/Return Receipt (Signature)	9414811898765813869237	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 70
31309	12/01/2022		Crown Oil Partners, LP	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869817	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 71
31309	12/01/2022		David W. Cromwell	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869855	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 72

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Deane Durham	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869862	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 73
31309	12/01/2022		Double Cabin Minerals, LLC	1515 Wynkoop St Ste 700		Denver	CO	80202-2062	Certified w/Return Receipt (Signature)	9414811898765813869824	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 74
31309	12/01/2022		Good News Minerals, LLC	4000 N Big Spring St Ste 310		Midland	TX	79705-4628	Certified w/Return Receipt (Signature)	9414811898765813869893	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 75
31309	12/01/2022		Guard Income Fund, LP	1550 Larimer St Unit 505		Denver	CO	80202-1602	Certified w/Return Receipt (Signature)	9414811898765813869848	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 76

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Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		H. Jason Wacker	5601 Hillcrest		Midland	TX	79707-9113	Certified w/Return Receipt (Signature)	9414811898765813869831	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 77
31309	12/01/2022		HCDD, LLC	600 Las Colinas Blvd E Ste 1900		Irving	TX	75039-5626	Certified w/Return Receipt (Signature)	9414811898765813869718	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 78
31309	12/01/2022		Janice Lynn Berke-Davis	4215 Austin Meadow Dr		Sugar Land	TX	77479-3037	Certified w/Return Receipt (Signature)	9414811898765813869756	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 79
31309	12/01/2022		Cecil Bond Kyte	PO Box 30864		Santa Barbara	CA	93130-0864	Certified w/Return Receipt (Signature)	9414811898765813851942	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 8

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Kaleb Smith	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869763	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 80
31309	12/01/2022		Lisa Carol Muratta	5200 Blossom St Unit 9		Houston	TX	77007-5206	Certified w/Return Receipt (Signature)	9414811898765813869701	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 81
31309	12/01/2022		LMC Energy, LLC	550 W Texas Ave Ste 945		Midland	TX	79701-4233	Certified w/Return Receipt (Signature)	9414811898765813869794	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 82
31309	12/01/2022		Lori Michelle Muratta	2108 Sunset Blvd		Houston	TX	77005-1528	Certified w/Return Receipt (Signature)	9414811898765813869749	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 83

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Mike Moylett	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869787	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 84
31309	12/01/2022		MLB BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813869732	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 85
31309	12/01/2022		Momentum Minerals Nominee II, Inc.	750 Town And Country Blvd Ste 420		Houston	TX	77024-3914	Certified w/Return Receipt (Signature)	9414811898765813869770	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 86
31309	12/01/2022		Oak Valley Mineral and Land, LP	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869916	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 87

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Paul Matthew Muratta	177 Wilson Dr		Gadsden	AL	35901-8839	Certified w/Return Receipt (Signature)	9414811898765813869954	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 88
31309	12/01/2022		Pegasus Resources II, LLC	PO Box 470698		Fort Worth	TX	76147-0698	Certified w/Return Receipt (Signature)	9414811898765813869961	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 89
31309	12/01/2022		Cecile Marie Dreessen	PO Box 1696		Poulsbo	WA	98370-0220	Certified w/Return Receipt (Signature)	9414811898765813851980	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 9
31309	12/01/2022		Post Oak Crown IV, LLC	5200 San Felipe St		Houston	TX	77056-3606	Certified w/Return Receipt (Signature)	9414811898765813869923	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 90

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Post Oak Crown IV-B, LLC	5200 San Felipe St		Houston	TX	77056-3606	Certified w/Return Receipt (Signature)	9414811898765813869909	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 91
31309	12/01/2022		Post Oak Mavros II, LLC	34 S Wynden Dr Ste 210		Houston	TX	77056-2531	Certified w/Return Receipt (Signature)	9414811898765813869992	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 92
31309	12/01/2022		Rimco Royalty Partners, LP	PO Box 39		Canton	CT	06019-0039	Certified w/Return Receipt (Signature)	9414811898765813869985	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 93
31309	12/01/2022		Sortida Resources, LLC	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	9414811898765813869930	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 94

**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		SRBI I BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869978	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 95
31309	12/01/2022		SRBI II BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	94148118 98765813 869619	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 96
31309	12/01/2022		Stacy Anne OMalley	3755 Maroneal St		Houston	TX	77025-1219	Certified w/Return Receipt (Signature)	94148118 98765813 869657	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 97
31309	12/01/2022		State of New Mexico	1220 S St Francis Dr		Santa Fe	NM	87505-4225	Certified w/Return Receipt (Signature)	94148118 98765813 869664	73522 - MRC_Pony Express Silver_PLC_C- 107B - notice LIST - 98



**MANIFEST - 73522 - MRC\_Pony Express Silver\_PLC\_C-107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/01/2022		Thru Line BPEOR NM, LLC	201 Main St Ste 3100		Fort Worth	TX	76102-3115	Certified w/Return Receipt (Signature)	9414811898765813869626	73522 - MRC_Pony Express Silver_PLC_C-107B - notice LIST - 99

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Paula M. Vance](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle Q](#); [Walls, Christopher](#); [Dawson, Scott](#); [Lamkin, Baylen L](#)  
**Subject:** Approved Administrative Order PLC-864  
**Date:** Friday, March 31, 2023 3:37:39 PM  
**Attachments:** [PLC864 Order.pdf](#)

NMOCD has issued Administrative Order PLC-864 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48922	Silver Federal Com #402H	E/2 W/2	4-20S-33E	27220
		E/2 W/2	9-20S-33E	
30-025-48925	Silver Federal Com #503H	E/2 W/2	4-20S-33E	27220
		E/2 W/2	9-20S-33E	
30-025-48803	Silver Federal Com #401H	W/2 W/2	4-20S-33E	27220
		W/2 W/2	9-20S-33E	
30-025-48804	Silver Federal Com #501H	W/2 W/2	4-20S-33E	27220
		W/2 W/2	9-20S-33E	
30-025-49050	Pony Express Federal Com #602H	E/2 W/2	16-20S-33E	96399
		E/2 W/2	21-20S-33E	
30-025-49048	Pony Express Federal Com #503H	E/2 W/2	16-20S-33E	96399
		E/2 W/2	21-20S-33E	
30-025-48675	Pony Express Federal Com #501H	W/2 W/2	16-20S-33E	96399
		W/2 W/2	21-20S-33E	
30-025-48676	Pony Express Federal Com #601H	W/2 W/2	16-20S-33E	96399
		W/2 W/2	21-20S-33E	

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

\$7.51 + \$1.20 (weight) = \$8.71

\$7.51 + \$1.68 (weight) = \$9.19



## Shipment Confirmation Acceptance Notice

### A. Mailer Action

**Note to Mailer:** The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 03/02/2023

Shipped From:

Name: HOLLAND &amp; HART LLP (1)

Address: 110 N GUADALUPE ST # 1

City: SANTA FE

State: NM ZIP+4® 87501

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	0
First-Class Package Service®	
Returns	
International*	
Other	2
Total	2

\*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

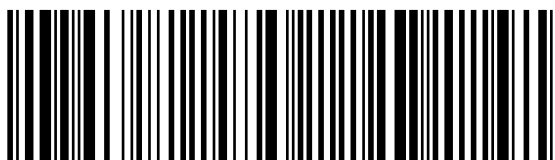
### B. USPS Action

Note to RSS Clerk:

1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail.  
Leave form with customer or in customer's mail receptacle.

### USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0042 7712 02



## Firm Mailing Book For Accountable Mail

Name and Address of Sender <b>HOLLAND &amp; HART LLP (1)</b> <b>110 N GUADALUPE ST # 1</b> <b>SANTA FE NM 87501</b>		Check type of mail or service <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail		Affix Stamp Here (for additional copies of this receipt). <b>Postmark with Date of Receipt.</b>												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee		
1. <b>9214 8901 9403 8305 7206 98</b>	New Mexico State Land Office PO BOX 1148 Santa Fe NM 87504	1.26	4.15	Handling Charge - if Registered and over \$50,000 in value							2.10					
2. <b>9214 8901 9403 8305 9166 02</b>	New Mexico State Land Office PO BOX 1148 Santa Fe NM 87504	1.26	4.15								2.10					
Total Number of Pieces Listed by Sender <b>2</b>	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)														



**Affidavit of Publication**STATE OF NEW MEXICO  
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement therefor for a period of 1 issue(s).

Beginning with the issue dated  
December 01, 2022  
and ending with the issue dated  
December 01, 2022.

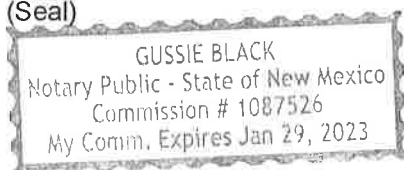
  
Publisher

Sworn and subscribed to before me this  
1st day of December 2022.

  
Business Manager

My commission expires  
January 29, 2023

(Seal)



This newspaper is duly qualified to publish  
legal notices or advertisements within the  
meaning of Section 3, Chapter 167, Laws of  
1937 and payment of fees for said

**LEGAL NOTICE**  
December 1, 2022

To: All affected parties, including: Aimee Ducharme, her heirs and devisees; Alan David Peters, his heirs and devisees; Antonia Dean, her heirs and devisees; Avant Operating, LLC; Braille Institute of America, Inc. (C/O Bank of America, N.A., Agent); Carl A. Robinson Production, Ltd.; Catherine Joyce-Coll, Trustee of the Trust for the benefit of Catherine Joyce-Coll; Cecil Bond Kyte, his heirs and devisees; Cecile Marie Dreessen, her heirs and devisees; Celeste Martley, her heirs and devisees; Claudia Neal Young, her heirs and devisees; COG Operating LLC; Concho Oil & Gas LLC; ConocoPhillips Company; Daniel Rapkoch, his heirs and devisees; Deborah S. Moore, her heirs and devisees; Denise Crimmins, her heirs and devisees; Diamond LII Properties, LLC; Edward T. Dreessen, Jr., "Co-Trustee" of the Edward T. Dreessen and Kathleen Dreessen Living Trust dated 6/13/2014; EOG Resources, Inc.; Eric D. Fein, his heirs and devisees; Estate of James N. Coll, John F. Coll, II, Eric J. Coll, Clarke C. Coll, Melanie Coll DeTemple, Max W. Coll, III, their heirs and devisees; Etz Oil Properties, Ltd.; George H. Etz, Jr., Trustee (Now George H. Etz, III, Trustee); Gilbert Collins Wheat, Sr., deceased - Died on December 6, 1995, Gertrude M. Wheat, deceased - Died on May 4, 1973, Gilbert Collins Wheat, Jr., deceased - Died on October 13, 2010, Helen Marie Wheat, deceased - Died on December 18, 2010, (C/O Wheat Company Trust, Margery M. Wheat Huyck and Richard J. Huyck, Trustees); HCDD, LLC; Higgins Trust, Inc. (Now HTI Resources, Inc.); Highland (Texas) Energy Company; Ingrid Powell, Trustee of the C & I Powell Revocable Living Trust dated 6/16/1978; Ronald Jackson Erwin, his heirs and devisees; Jennifer Deland, her heirs and devisees; Jennifer E. Deland and LeRoy E. Deland Revocable Trust; Jonathan Talbot Brickey, his heirs and devisees; Karen Irish f/k/a Karen Rapkoch, her heirs and devisees; Keaton Brickey, his or her heirs and devisees; Laura Neal Barbaree, her heirs and devisees; Marc Ducharme, his heirs and devisees; Mary Dupuis, her heirs and devisees; Max W. Coll, III, his heirs and devisees; Michael Rapkoch, his heirs and devisees; Michelle Deane, her heirs and devisees; Momentum Minerals Nominee II, Inc.; Mongoose Minerals LLC; OGX Royalty Fund, LP; Oxy USA WTP LP; Pegasus Resources II, LLC; PEO Permian, LLC; Republic National Bank of Dallas and C.R. Mallison, Trustees of the Selma E. Andrews Trust dated 5/8/1969; Russell J. Cox, his heirs and devisees; Sabine Oil & Gas Corporation; Spirit Trail, LLC; Occidental Petroleum; Thomas Rapkoch, his heirs and devisees; Tumbler Energy Partners, LLC; The United States of America Bureau of Land Management; Vince Holdings, LLC; 32 Mineral I BPEOR NM, LLC; 32 Mineral II BPEOR NM, LLC; ACB BPEOR NM, LLC; Apollo Permian, LLC; Black Mountain Operating, LLC; BMT I BPEOR NM, LLC; BMT II BPEOR NM, LLC; Capital Partnership II (CTAM) BPEOR NM, LLC; CMB BPEOR NM, LLC; Collins & Jones Investments, LLC; Crown Oil Partners, LP; David W. Cromwell, his heirs and devisees; Deane Durham, her heirs and devisees; Double Cabin Minerals, LLC; Good News Minerals, LLC; Guard Income Fund, LP; H. Jason Wacker, his heirs and devisees; HCDD, LLC; Janice Lynn Berke-Davis, her heirs and devisees; Kaleb Smith, his heirs and devisees; Lisa Carol Muratta, her heirs and devisees; LMC Energy, LLC; Lori Michelle Muratta, her heirs and devisees; Mike Moylett, his heirs and devisees; MLB BPEOR NM, LLC; Momentum Minerals Nominee II, Inc.; Oak Valley Mineral and Land, LP; Paul Matthew Muratta, his heirs and devisees; Pegasus Resources II, LLC; Post Oak Crown IV, LLC; Post Oak Crown IV-B, LLC; Post Oak Mavros II, LLC; Rimco Royalty Partners, LP; Sortida Resources, LLC; SRBI I BPEOR NM, LLC; SRBI II BPEOR NM, LLC; Stacy Anne O'Malley, her heirs and devisees; State of New Mexico; Thru Line BPEOR NM, LLC; TRB BPEOR NM, LLC; Viper Energy Partners, LLC; XTO Delaware Basin, LLC; XTO Holdings, LLC; Camterra Resources Partners, Ltd.; Foran Oil Company; Hope Royalties, LLC; Jetta-X2, LP; Performance Oil and Gas Company; and Xplor Resources, LLC.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the W/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Pony Express West Tank Battery** insofar as all existing and future infill wells drilled in the following spacing units:

(a) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 4 and 9, in the Gem; Bone Spring [27220] - currently dedicated to the **Silver Fed Com #402H** (API. No. 30-025-48922) and **Silver Fed Com #503H** (API. No. 30-025-48925);

(b) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 4 and 9, in the Gem; Bone Spring [27220] - currently dedicated to the **Silver Fed Com #401H** (API. No. 30-025-48803) and **Silver Fed Com #501H** (API. No. 30-025-48804);

(c) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] - currently dedicated to the **Pony Express Fed Com #602H** (API. No. 30-025-49050) and **Pony Express Fed Com #503H** (API. No. 30-025-49048);

(d) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] - currently dedicated to the **Pony Express Fed Com #501H** (API. No. 30-025-48675) and **Pony Express Fed Com #601H** (API. No. 30-025-48676); and

) Pursuant to 19.15.12.10.C(4)(g), future Gem; Bone Spring [27220] and Teas; Bone Spring, West [96399] spacing units connected to the **Pony Express West 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 KPerkins@matadorresources.com.  
**#00273506**

HOLLAND & HART LLC  
PO BOX 2208  
SANTA FE, NM 87504-2208

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MATADOR PRODUCTION COMPANY**

**ORDER NO. PLC-864**

**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 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.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
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: 3/30/23

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-864

Operator: Matador Production Company (228937)

Central Tank Battery: Pony Express West Tank Battery

Central Tank Battery Location: UL C, Section 16, Township 20 South, Range 33 East

Gas Title Transfer Meter Location: UL C, Section 16, Township 20 South, Range 33 East

### Pools

Pool Name	Pool Code
GEM;BONE SPRING	27220
TEAS;BONE SPRING, WEST	96399

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

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105725330 (143010)	E/2 W/2	4-20S-33E
	E/2 W/2	9-20S-33E
E0 5231 0019	W/2 W/2	4-20S-33E
NMNM 105473973 (107611)	NW/4 NW/4	9-20S-33E
NMNM 105480013 (104724)	SW/4 NW/4	9-20S-33E
NMNM 105321524 (051844)	W/2 SW/4	9-20S-33E
V0 4021 0000	N/2 NW/4	16-20S-33E
E0 3441 0008	S/2 NW/4	16-20S-33E
E0 3441 0005	N/2 SW/4	16-20S-33E
B0 1482 0011	S/2 SW/4	16-20S-33E
NMNM 105480252 (108976)	N/2 NW/4	21-20S-33E
NMNM 105373857 (134877)	E F K	21-20S-33E
NMNM 105447007 (013280)	W/2 SW/4	21-20S-33E
NMNM 105478957 (107610)	SE/4 SW/4	21-20S-33E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48922	Silver Federal Com #402H	E/2 W/2	4-20S-33E	27220
		E/2 W/2	9-20S-33E	
30-025-48925	Silver Federal Com #503H	E/2 W/2	4-20S-33E	27220
		E/2 W/2	9-20S-33E	
30-025-48803	Silver Federal Com #401H	W/2 W/2	4-20S-33E	27220
		W/2 W/2	9-20S-33E	
30-025-48804	Silver Federal Com #501H	W/2 W/2	4-20S-33E	27220
		W/2 W/2	9-20S-33E	
30-025-49050	Pony Express Federal Com #602H	E/2 W/2	16-20S-33E	96399
		E/2 W/2	21-20S-33E	
30-025-49048	Pony Express Federal Com #503H	E/2 W/2	16-20S-33E	96399
		E/2 W/2	21-20S-33E	
30-025-48675	Pony Express Federal Com #501H	W/2 W/2	16-20S-33E	96399
		W/2 W/2	21-20S-33E	

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30-025-48676	Pony Express Federal Com #601H	W/2 W/2 W/2 W/2	16-20S-33E 21-20S-33E	96399
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State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **PLC-864**  
Operator: **Matador Production Company (228937)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	W/2 W/2	4-20S-33E	320.51	A
	W/2 W/2	9-20S-33E		
CA Bone Spring BLM	W/2 W/2	16-20S-33E	320	B
	W/2 W/2	21-20S-33E		
CA Bone Spring BLM	E/2 W/2	16-20S-33E	320	C
	E/2 W/2	21-20S-33E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
E0 5231 0019	W/2 W/2	4-20S-33E	160.51	A
NMNM 105473973 (107611)	NW/4 NW/4	9-20S-33E	40	A
NMNM 105480013 (104724)	SW/4 NW/4	9-20S-33E	40	A
NMNM 105321524 (051844)	W/2 SW/4	9-20S-33E	80	A
V0 4021 0000	NW/4 NW/4	16-20S-33E	40	B
E0 3441 0008	SW/4 NW/4	16-20S-33E	40	B
E0 3441 0005	NW/4 SW/4	16-20S-33E	40	B
B0 1482 0011	SW/4 SW/4	16-20S-33E	40	B
NMNM 105480252 (108976)	NW/4 NW/4	21-20S-33E	40	B
NMNM 105373857 (134877)	SW/4 NW/4	21-20S-33E	40	B
NMNM 105447007 (013280)	W/2 SW/4	21-20S-33E	80	B
V0 4021 0000	NE/4 NW/4	16-20S-33E	40	C
E0 3441 0008	SE/4 NW/4	16-20S-33E	40	C
E0 3441 0005	NE/4 SW/4	16-20S-33E	40	C
B0 1482 0011	SE/4 SW/4	16-20S-33E	40	C
NMNM 105480252 (108976)	NE/4 NW/4	21-20S-33E	40	C
NMNM 105373857 (134877)	F K	21-20S-33E	80	C
NMNM 105478957 (107610)	SE/4 SW/4	21-20S-33E	40	C

**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 163135

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 163135
	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.	3/31/2023