RECEIVED:	REVIEWER:	TYPE:		APP NO:
	- Geo	ABOVE THIS TABLE  EXICO OIL CON  blogical & Engine  St. Francis Drive,	eering Burea	<b>DIVISION</b> au –
		VISTRATIVE APPL		
		For all administrative Hich require processing		R EXCEPTIONS TO DIVISION RULES AND LEVEL IN SANTA FE
Applican Well Nam	t: e:			OGRID Number: API:
Pool:				Pool Code:
1) <b>TYPE C</b>	ACCURATE AND COMPLET  OF APPLICATION: Check the ocation - Spacing Unit - S	INDICATED nose which apply	<b>DELOW</b> for [A]	PROCESS THE TYPE OF APPLICATION
A. L.		ISP <sub>(PROJECT AREA)</sub>		ON UNIT) SD
2) <b>NOTIF</b> A B C D E F G H  3) <b>CERTIF</b> admin	Notification and/or cor Surface owner For all of the above, pro No notice required  CICATION: I hereby certify instrative approval is accu	e - Measurement PLC PC Pressure Increase - SWD IPI neck those which e holders alty owners, reven- blished notice ncurrent approval acurrent approval boof of notification that the informati rate and completed	OLS [ - Enhanced   - Enhanced   - EOR   - EOR	FOR OCD ONLY  Notice Complete  Application Content Complete  on is attached, and/or,  d with this application for
	ations are submitted to th		'	'
	Note: Statement must be o	completed by an individ	ual with manage	rial and/or supervisory capacity.
Print or Typ	e Name		Dat	<u>e</u>
-	Palahlin		Pho	one Number
Signature			e-m	nail Address



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

May 09, 2023

### **VIA ONLINE FILING**

Dylan Fuge, Division Director (Acting)
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of the S/2 of Sections 1 and 2, Township 21 South, Range 28 East, and L17, L18, NE/4 SW/4 and the SE/4 SW/4, Township 21 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands")

Dear Mr. Fuge:

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

- (a) The 390.36-acre spacing unit comprised of the N/2 S/2 of Sections 1 and 2, T21S-R28E, and L17 and the NE/4 SW/4 of Section 6, T21S-R29E, in the WC 21S27E3; Upper Wolfcamp (oil) [28352] currently dedicated to the **Simon Camamile 0206 Fed Com #205H** (API. No. 30-015-PENDING);
- (b) The 390.32-acre spacing unit comprised of the S/2 S/2 of Sections 1 and 2, T21S-R28E, and L18 and the SE/4 SW/4 of Section 6, T21S-R29E, in the WC 21S27E3; Upper Wolfcamp (oil) [28352] currently dedicated to the **Simon Camamile 0206 Fed Com #206H** (API. No. 30-015-PENDING); and
- (c) Pursuant to 19.15.12.10.C(4)(g), future WC 21S27E3; Upper Wolfcamp (oil) [28352] spacing units connected to the Simon Camamile South 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 **Simon Camamile South Tank Battery** located in the NW/4 SW/4 of Section 2, T21S-R28E. 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.



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

**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, Senior Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and an example gas analysis (Exhibit B to the statement).

**Exhibit 3** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units.

Exhibit 4 includes relevant communitization agreements.

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

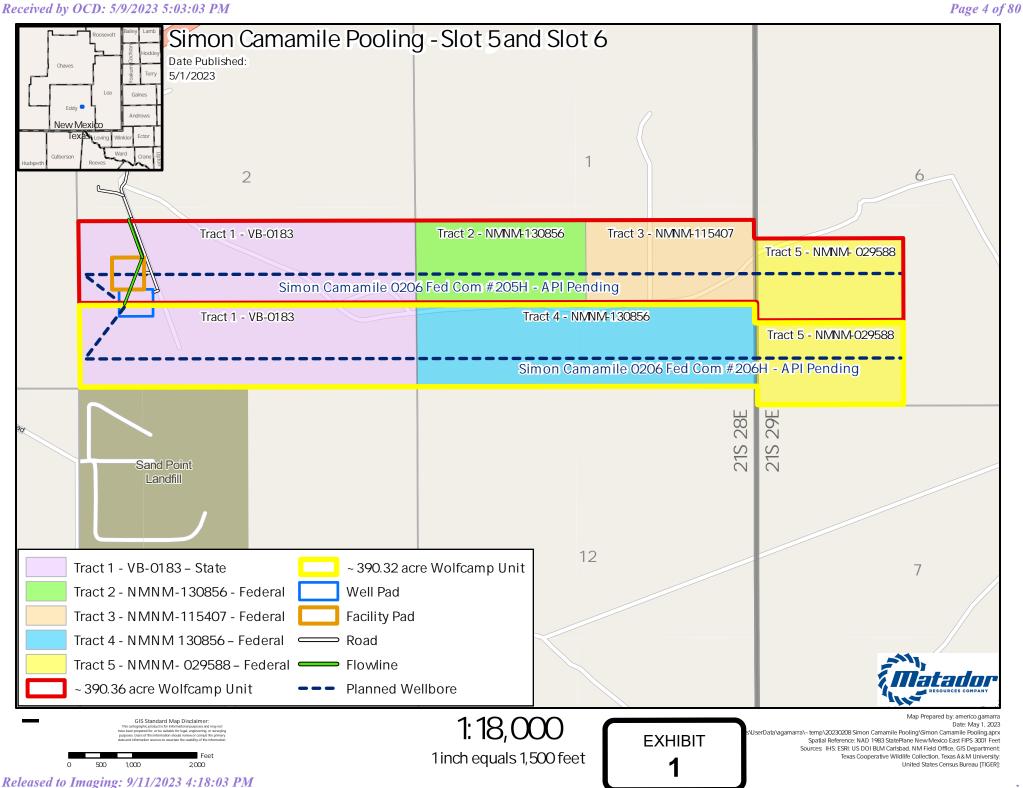
Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

Paula M. Vance

ATTORNEY FOR MATADOR PRODUCTION

**COMPANY** 



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.

APPLICA	TION FOR S	URFACE COM	MINGLING (DI	VERSE OWNERSHIP)					
OPERATOR NAME:	Matador Product								
OPERATOR ADDRESS:									
APPLICATION TYPE:									
Pool Commingling Lease	Commingling Po	ol and Lease Comming	ling ☐Off-Lease Storag	e and Measurement (Only if not Surface	Commingled)				
LEASE TYPE:									
Is this an Amendment to exis Have the Bureau of Land Ma	ting Order? LY (nagement (BLM)	es ⊠No If "Yes' and State Land offic	", please include the ap ce (SLO) been notified	propriate Order No in writing of the proposed commis	ngling				
	Pleas		OMMINGLING  the following inform	ation					
		Gravities / BTU of	Calculated Gravities /	Calculated Value of Commingled					
(1) Pool Names and Codes		Non-Commingled Production	BTU of Commingled Production	Production Production	Volumes				
(2) Are any wells producing a	t top allowables?	Yes □No		1	-				
(3) Has all interest owners bee			d commingling?	es □No.					
(4) Measurement type:	Metering	(Specify)							
(5) Will commingling decreas	e the value of produc	tion? ∐Yes ∐N	lo If "yes", describe why	y commingling should be approved					
			OMMINGLING						
			the following inform	nation					
(1) Pool Name and Code- [983									
<ul><li>(2) Is all production from sam</li><li>(3) Has all interest owners beer</li></ul>			commingling?	Yes No					
	etering		<i>y y</i>						
	(C)	POOL and LEA	ASE COMMINGLI	NG					
			the following inform						
(1) Complete Sections A and	Ē,								
	(D) OFF	LEASE STORA	GE and MEASUR	EMENT					
			th the following infor	mation					
(1) Is all production from sam		☐Yes ☐No							
(2) Include proof of notice to	all interest owners.								
			ATION (for all app the following inform						
(1) A schematic diagram of fa									
(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.									
(3) Lease Names, Lease and V	veil Numbers, and A	ri numbers.							
I hereby certify that the informat	ion above is true and	complete to the best of	of my knowledge and beli	ef.					
SIGNATURE: R	)	TITLE:		7 -	1-27				
	<b>&gt;</b>	IIILL.	Semon racingles Eli						
TYPE OR PRINT NAMER	yan Hernandez			TELEPHONE NO.:_(972) 619-127	6				
E-MAIL ADDRESS: rhernar	dez@matadorresour	ces.com			_				

# Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240 Voice 972.371.5427 • Fax 972.371.5201 rhernandez@matadorresources.com

Ryan Hernandez Senior Production Engineer

March 31, 2023

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

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) gas and oil production from the spacing units comprised of the S/2 of Sections 1 & 2, Township 21 South, Range 28 East, and L17, L18, NE/SW and SE/SW of Section 6, Township 21 South, Range 29 East, NMPM, Eddy 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 two (2) 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 San Mateo Midstream, LLC gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

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

Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other wells' metered gas, as shown on **Exhibit A**. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the Tank Battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. San Mateo Midstream, LLC has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

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

Very truly yours,

MATADOR PRODUCTION COMPANY

Ryan Hernandez

Senior Production Engineer

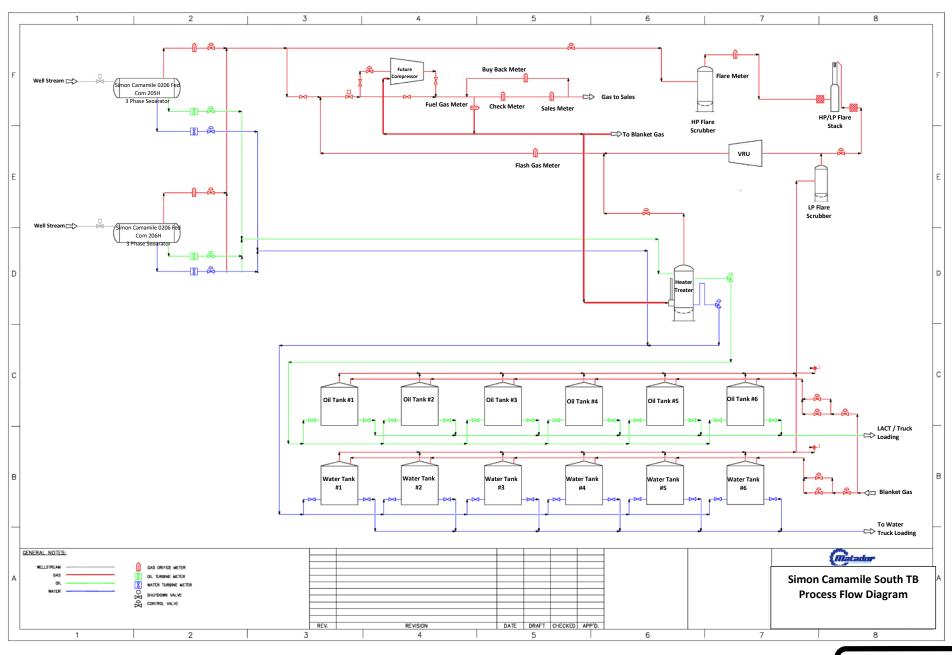


EXHIBIT **A** 

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

For: Matador Production Company

One Lincoln Centre

5400 LBJ Freeway, Suite 1500

Dallas, Texas 75240

Sample: Ted Paup 3231 Federal COM No. 206H

First Stage Separator Gas

Spot Sample @ 122 psig & 104 °F

Date Sampled: 01/27/22 Job Number: 221165.001

#### **CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286**

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.181	
Carbon Dioxide	0.122	
Methane	72.138	
Ethane	13.806	3.783
Propane	7.049	1.990
Isobutane	0.896	0.300
n-Butane	2.240	0.724
2-2 Dimethylpropane	0.005	0.002
Isopentane	0.505	0.189
n-Pentane	0.572	0.212
Hexanes	0.461	0.195
Heptanes Plus	<u>1.025</u>	<u>0.452</u>
Totals	100.000	7.847

#### **Computed Real Characteristics Of Heptanes Plus:**

Specific Gravity	3.550	(Air=1)
Molecular Weight	102.35	
Gross Heating Value	5529	BTU/CF

#### **Computed Real Characteristics Of Total Sample:**

Specific Gravity	0.807	(Air=1)
Compressibility (Z)	0.9953	
Molecular Weight	23.27	
Gross Heating Value		
Dry Basis	1410	BTU/CF
Saturated Basis	1387	BTU/CF

<sup>\*</sup>Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)

Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) Robbie E.

Analyst: RG Processor: RG Cylinder ID: T-3429 ЕХНІВІТ **В** 

Certified: FESCO, Ltd. - Alice, Texas

Conan Pierce 361-661-7015

Job Number: 221165.001

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

COMPONENT	MOL %		GPM		WT %
Hydrogen Sulfide*	< 0.001				< 0.001
Nitrogen	1.181				1.422
Carbon Dioxide	0.122				0.231
Methane	72.138				49.737
Ethane	13.806		3.783		17.842
Propane	7.049		1.990		13.359
Isobutane	0.896		0.300		2.238
n-Butane	2.240		0.724		5.596
2,2 Dimethylpropane	0.005		0.002		0.016
Isopentane	0.505		0.189		1.566
n-Pentane	0.572		0.212		1.774
2,2 Dimethylbutane	0.006		0.003		0.022
Cyclopentane	0.000		0.000		0.000
2,3 Dimethylbutane	0.045		0.019		0.167
2 Methylpentane	0.138		0.059		0.511
3 Methylpentane	0.075		0.031		0.278
n-Hexane	0.197		0.083		0.730
Methylcyclopentane -	0.099		0.036		0.358
Benzene	0.028		0.008		0.094
Cyclohexane	0.131		0.046		0.474
2-Methylhexane	0.031		0.015		0.134
3-Methylhexane	0.035		0.016		0.151
2,2,4 Trimethylpentane	0.000		0.000		0.000
Other C7's	0.097		0.043		0.414
n-Heptane	0.087		0.041		0.375
Methylcyclohexane	0.139		0.057		0.587
Toluene	0.034		0.012		0.135
Other C8's	0.125		0.060		0.592
n-Octane	0.043		0.023		0.211
Ethylbenzene	0.004		0.002		0.018
M & P Xylenes	0.019		0.008		0.087
O-Xylene	0.005		0.002		0.023
Other C9's	0.066		0.034		0.358
n-Nonane	0.017		0.010		0.094
Other C10's	0.039		0.023		0.237
n-Decane	0.009		0.006		0.055
Undecanes (11)	<u>0.017</u>		0.012		<u>0.114</u>
Totals	100.000		7.847		100.000
Computed Real Charac	teristics of To	ital Sample			
Specific Gravity			0.807	(Air=1)	
Compressibility (Z)			0.9953	(711-1)	
Molecular Weight			23.27		
Gross Heating Value	<b></b>		20.21		
			1/10	RTII/CE	
Dry Basis			1410	BTU/CF	

Saturated Basis ----- 1387 BTU/CF

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

Sample: Ted Paup 3231 Federal COM No. 206H

First Stage Separator Gas

Spot Sample @ 122 psig & 104 °F

Date Sampled: 01/27/22 Job Number: 221165.001

#### **GLYCALC FORMAT**

COMPONENT	MOL%	GPM	Wt %
Carbon Dioxide	0.122		0.231
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.181		1.422
Methane	72.138		49.737
Ethane	13.806	3.783	17.842
Propane	7.049	1.990	13.359
Isobutane	0.896	0.300	2.238
n-Butane	2.245	0.725	5.612
Isopentane	0.505	0.189	1.566
n-Pentane	0.572	0.212	1.774
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.197	0.083	0.730
Cyclohexane	0.131	0.046	0.474
Other C6's	0.264	0.112	0.978
Heptanes	0.349	0.151	1.432
Methylcyclohexane	0.139	0.057	0.587
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.028	0.008	0.094
Toluene	0.034	0.012	0.135
Ethylbenzene	0.004	0.002	0.018
Xylenes	0.024	0.009	0.110
Octanes Plus	<u>0.316</u>	<u>0.167</u>	<u>1.661</u>
Totals	100.000	7.847	100.000

#### **Real Characteristics Of Octanes Plus:**

Specific Gravity	4.244	(Air=1)
Molecular Weight	122.35	
Gross Heating Value	6511	BTU/CF

### Real Characteristics Of Total Sample:

Specific Gravity	0.807	(Air=1)	
Compressibility (Z)	0.9953		
Molecular Weight	23.27		
Gross Heating Value			
Dry Basis	1410	BTU/CF	
Saturated Basis	1387	BTU/CF	

District I
1625 N. French Dr., Hubbis, NM 88240
Phone (575) 393-6161 Fax (575) 399-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax (575) 748-9720
District III
1000 Rio Brazas Road, Aztec, NM 87410
Phane: (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

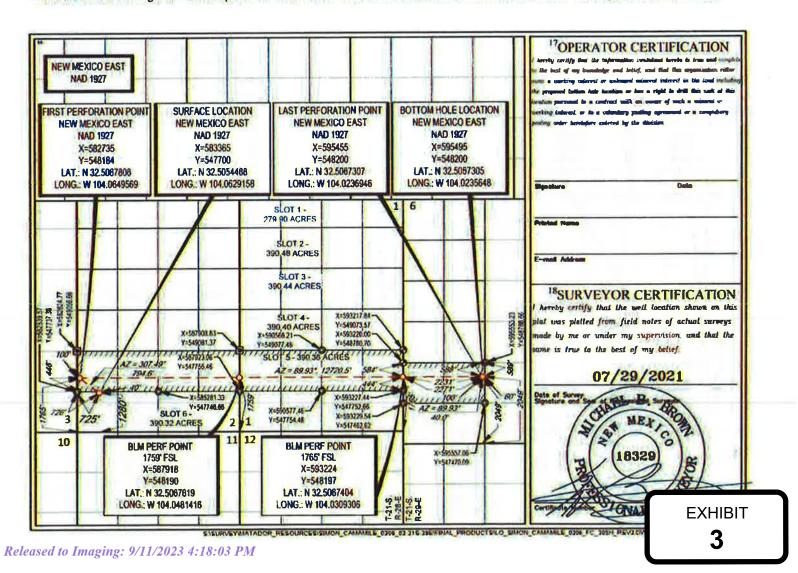
State of New Mexico
Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

AMENDED REPORT

		V	VELL LO	CATION	AND ACRE	AGE DEDICA	TION PLA	T	
	API Number	•	317	Pool Code			Pool N		•
			9	8352		NC 2152	7E3; L	pper Wo	It camp
98352 WC 21527E3; Uppe.  Property Name SIMON CAMAMILE 0206 FED COM							5)	205H	
22893	THE PART PROPERTY COMPANY							'Elevation 3348'	
					10 Surface Loc	ation			
UL ar lot wa.	Section 2	Township 21-S	Range 28-E	Let Ids	Feet from the 1280'	Nurth/South Hoc SOUTH	Feel from the 725°	Fan/West line: WEST	EDDY
			11B	ottom Hole	Location If Di	ferent From Surf	ace	-	
UI, or lot so.	Section 6	Township 21-S	Range 29-E	Lot Idn	Feet from the 2049	SOUTH	Feet from the 2271	East/West line WEST	EDDY
<sup>17</sup> Dedicated Acres 390.36	<sup>15</sup> Joint or	in #B	ensolidation Code	() ()rder	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.



District 1
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
1010 Rio Braros Road, Aziec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S St. Francis Dr., Sante Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

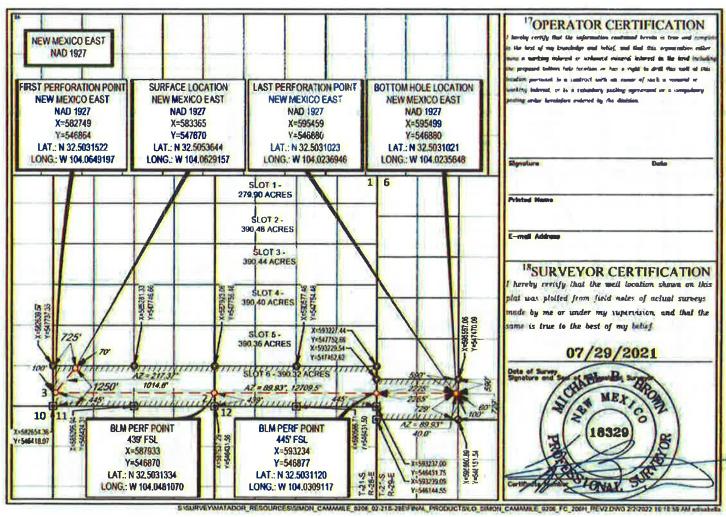
State of New Mexico
Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISION

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

d .	API Number			Pool Code			Pool Name		
			98	352	W	Lais atE	3: Unne	- Wolfco	in.D
Property (	Code				Property Na	Property Name Well Number 206H			
-001							349		
					10 Surface Loc	ation			
UL or lot no.	Section 2	Township 21-S	Range 28-E	Let fdn	Feet from the 1250'	North/South line SOUTH	725'	Exal/West line WEST	EDDY EDDY
			11Bt	ttom Hole	Location If Di	Merent From Surf	ace		
UL or let ms.	Section 6	Township 21-S	29-E	Let Idu	729'	North/South line SOUTH	Peet from the 2265'	East/West Not WEST	EDDY
Dedicated Acres 390.32	Joint or I	опи "С	asolidation Code	<sup>18</sup> Order	Ns.				

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.



NM State Land Office Oil, Gas, & Minerals Division

### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

#### ONLINE Version

#### **COMMUNITIZATION AGREEMENT**

<b>API Initial</b>	Well:	30-0	-	

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto," 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 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 N2S2 of Sections 2 & 1, Lot 17 & NE/4SW/4 of Section 6
Sect(s) 2, 1 & 6, T 21S , R 28E &29E, NMPM Eddy County, NM containing 390.36 acres, more
or less, and this agreement shall include only the Wolfcamp Formation or pool, underlying said lands
and the oil and gas (hereinafter referred to as "communitized substances") producible from such

formation.

**EXHIBIT** 

4

- 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.

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- 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 February Month 1 Day, 2023 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/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year 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 one-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 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

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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.
- 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.

5

Operator: Matador Production Company
By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A Name & Title of Authorized Agent
Signature of Authorized Agent
Acknowledgment in a Representative Capacity
STATE OF TEXAS) §
COUNTY OF DALLAS) §
This instrument was acknowledged before me on, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for Matador Production Company, on behalf of said corporation.
Signature of Notarial Officer  My commission expires
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD
MRC Permian Company
By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A Name & Title of Authorized Agent
Signature of Authorized Agent
Acknowledgment in a Representative Capacity
STATE OF TEXAS) §
COUNTY OF DALLAS) §
This instrument was acknowledged before me on, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Permian Company on behalf of said corporation.
Signature of Notarial Officer My commission expires

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## **EXHIBIT "A"**

Plat of communitized area covers 390.36 acres in N2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 17 & the NE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

### Simon Camamile 0206 Fed Com #205H

Section 2	Section 1	Section 6
<u>Tract 1</u> VB-0183-0003 160 Acres	<u>Tract 2</u> NMNM-115407 160 Acres	Tract 3 NMNM-029588 70.36

#### **EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated February 1, 2023, embracing the following described land in N2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 17 & NE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: Matador Resources Company

#### **DESCRIPTION OF LEASES COMMITTED**

#### TRACT NO. 1

Lease Serial Number: VB-0183-0003

Lease Date: 2/1/1988

Lease Term: 5 Years

Lessor: State of New Mexico

Royalty Rate: 3/16<sup>th</sup>

Description of Land Committed: Township 21 South, Range 28 East,

Section 2: N2S2

Number of Acres: 160.00

Current Lessee of Record: Judah Oil LLC

Name of Working Interest Owners: Bane Bigbie and wife, Melanie Bigbie

Charmar, LLC

CP Energy Investments III, LLC

Critterville, LLC

El Capitan Ventures, LLC

Innoventions, Inc Jalapeno Corporation JTD Resources, LLC

LML Working Properties, LLC

Michael Kyle Leonard, Trustee of the Michael Kyle

Leonard Child's Trust Mitchell Exploration, Inc MRC Permian Company Robert K. Leonard

Shannon C. Leonard, Trustee of the Shannon C. Leonard

Child's Trust

Tumbleweed Exploration, LLC

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#### TRACT NO. 2

Lease Serial Number: NMNM-115407

Lessor: United States of America

Description of Land Committed: Township 21 South, Range 28

East Section 1: N2S2

Number of Acres: 160.00

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC EOG Resources, Inc Oxy Y-1 Company

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC EOG Resources, Inc Oxy Y-1 Company

#### TRACT NO. 3

Lease Serial Number: NMNM-029588

Lessor: United States of America

Description of Land Committed: Township 21 South, Range 29 East,

Section 6: Lots 17, NE/4SW/4

Number of Acres: 70.36

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC Foran Oil Company Hope Royalties, LLC MRC Permian Company

Oxy Y-1 Company

Performance Oil and Gas Company

Sharbro Energy, LLC Xplor Resources, LLC

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## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	40.99%
2	160.00	40.99%
3	70.36	18.02%
Total	390.36	100.00%

## Federal Communitization Agreement

Contract No.		

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of February, 2023, 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:

N2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 17 & NE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Containing 390.36 acres, and this agreement shall include only the Wolfcamp 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<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th 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 **February 1, 2023**, 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 2year 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. <u>Nondiscrimination.</u> 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 Compa	<u>uny</u>
Signature of Authorized Agent	_
By: Bryan A. Erman - E.V.P. and General Co Name & Title of Authorized Agent	ounsel and Head of M&A
Date:	
ACKNO	WLEDGEMENT
STATE OF <b>TEXAS</b> )	
COUNTY OF <b>DALLAS</b> )	
Texas, personally appeared Bryan A. En Counsel and Head of M&A of Matador	23, before me, a Notary Public for the State of rman, known to me to be the E.V.P. and General Production Company, the corporation that acknowledged to me such corporation executed
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC Permian Company	
By:	
Bryan A. Erman - E.V.P. and Ger	neral Counsel and Head of M&A
Date:	
ACKNO	WLEDGEMENT
STATE OF <b>TEXAS</b> )	
COUNTY OF <b>DALLAS</b> )	
Texas, personally appeared Bryan A. En Counsel and Head of M&A of MRC Pe	23, before me, a Notary Public for the State of rman, known to me to be the E.V.P. and General rmian Company, the corporation that executed the d to me such corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

## **EXHIBIT "A"**

Plat of communitized area covers 390.36 acres in N2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 17 & the NE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

## Simon Camamile 0206 Fed Com #205H

Section 2	Section 1	Section 6
Tract 1 VB-0183-0003 160 Acres	<u>Tract 2</u> NMNM-115407 160 Acres	Tract 3 NMNM-029588 70.36

#### **EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated February 1, 2023, embracing the following described land in N2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 17 & NE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: Matador Production Company

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

**Lease Serial Number:** VB-0183-0003

**Description of Land Committed:** Township 21 South, Range 28 East,

Section 2: Lots N2S2

**Number of Acres:** 160.00

**Current Lessee of Record:** Judah Oil LLC

Name of Working Interest Owners: Bane Bigbie and wife, Melanie Bigbie

Charmar, LLC

CP Energy Investments III, LLC

Critterville, LLC

El Capitan Ventures, LLC

Innoventions, Inc Jalapeno Corporation JTD Resources, LLC

LML Working Properties, LLC

Michael Kyle Leonard, Trustee of the Michael

Kyle Leonard Child's Trust Mitchell Exploration, Inc MRC Permian Company

Robert K. Leonard

Shannon C. Leonard, Trustee of the Shannon C.

Leonard Child's Trust

Tumbleweed Exploration, LLC

### Tract No. 2

Lease Serial Number: NMNM-115407

**Description of Land Committed:**Township 21 South, Range 28

East Section 1: N2S2

Number of Acres: 160.00

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC EOG Resources, Inc Oxy Y-1 Company

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC EOG Resources, Inc Oxy Y-1 Company

#### Tract No. 3

Lease Serial Number: NMNM-029588

**Description of Land Committed:** Township 21 South, Range 29 East,

Section 6: Lots 17, NE/4SW/4

Number of Acres: 70.36

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC Foran Oil Company Hope Royalties, LLC MRC Permian Company Oxy Y-1 Company

Performance Oil and Gas Company

Sharbro Energy, LLC Xplor Resources, LLC

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	40.99%
2	160.00	40.99%
3	70.36	18.02%
Total	390.36	100.00%

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

### STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

#### ONLINE Version

#### **COMMUNITIZATION AGREEMENT**

API Initial Well: 30-0	<b>API Initial</b>	Well: 30-0	-
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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," 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 portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

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

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows: Subdivisions S2S2 of Sections 2 & 1, Lot 18 & SE/4SW/4 of Section 6

Sect(s) 2, 1 & 6, T 21S \_\_, R 28E &29E, NMPM Eddy County, NM containing 390.32 acres, more or less, and this agreement shall include only the Wolfcamp Formation or pool, underlying said lands and the oil and gas (hereinafter referred to as "communitized substances") producible from such formation.

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- 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.

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- 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 February Month 1 Day, 2023 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/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year 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 one-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 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

ONLINE version June 2022

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.
- 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.

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Operator: Matador Production Company
By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A
Name & Title of Authorized Agent
Signature of Authorized Agent
Acknowledgment in a Representative Capacity
STATE OF TEXAS) §
COUNTY OF DALLAS) §
This instrument was acknowledged before me on, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A for Matador Production Company, on behalf of said corporation.
Signature of Notarial Officer
My commission expires
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD
MRC Permian Company
By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A
Name & Title of Authorized Agent
Signature of Authorized Agent
Acknowledgment in a Representative Capacity
STATE OF TEXAS) §
COUNTY OF DALLAS) §
This instrument was acknowledged before me on, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Permian Company on behalf of said corporation.
Simulations of National Officer
Signature of Notarial Officer  My commission expires

ONLINE
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June 2022
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## **EXHIBIT "A"**

Plat of communitized area covers 390.32 acres in S2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 18 & the SE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

### Simon Camamile 0206 Fed Com #206H

Section 2	Section 1	Section 6
<u>Tract 1</u>	<u>Tract 2</u>	Tract 3
VB-0183-0003	NMNM-130856	NMNM-029588
160 Acres	160 Acres	70.32

### **EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated February 1, 2023, embracing the following described land in S2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 18 & the SE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: Matador Resources Company

### **DESCRIPTION OF LEASES COMMITTED**

#### TRACT NO. 1

Lease Serial Number: VB-0183-0003

Lease Date: 2/1/1988

Lease Term: 5 Years

Lessor: State of New Mexico

Royalty Rate: 3/16<sup>th</sup>

Description of Land Committed: Township 21 South, Range 28 East,

Section 2: S2S2

Number of Acres: 160.00

Current Lessee of Record: Judah Oil LLC

Name of Working Interest Owners: Bane Bigbie and wife, Melanie Bigbie

Charmar, LLC

CP Energy Investments III, LLC

Critterville, LLC

El Capitan Ventures, LLC

Innoventions, Inc Jalapeno Corporation JTD Resources, LLC

LML Working Properties, LLC

Michael Kyle Leonard, Trustee of the Michael Kyle

Leonard Child's Trust Mitchell Exploration, Inc MRC Permian Company Robert K. Leonard

Shannon C. Leonard, Trustee of the Shannon C. Leonard

Child's Trust

Tumbleweed Exploration, LLC

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August 2021
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### TRACT NO. 2

Lease Serial Number: NMNM-130856

Lessor: United States of America

Description of Land Committed: Township 21 South, Range 28 East Section 1: S2S2

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

#### TRACT NO. 3

Lease Serial Number: NMNM-029588

Lessor: United States of America

Description of Land Committed: Township 21 South, Range 29 East,

Section 6: Lots 18, SE/4SW/4

Number of Acres: 70.32

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC Foran Oil Company Hope Royalties, LLC MRC Permian Company Oxy Y-1 Company

Performance Oil and Gas Company

Sharbro Energy, LLC Xplor Resources, LLC

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	40.99%
2	160.00	40.99%
3	70.32	18.02%
Total	390.32	100.00%

### Federal Communitization Agreement

Contract No.
--------------

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of February, 2023, 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:

S2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 18 & the SE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Containing **390.32** acres, and this agreement shall include only the Wolfcamp 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<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th 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 **February 1, 2023**, 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 2year 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. <u>Nondiscrimination.</u> 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: <u>Matador Production Compa</u>	<u>any</u>
Signature of Authorized Agent	_
By: Bryan A. Erman - E.V.P. and General C Name & Title of Authorized Agent	ounsel and Head of M&A
Date:	-
ACKNO	OWLEDGEMENT
STATE OF TEXAS)	
COUNTY OF <b>DALLAS</b> )	
Texas, personally appeared Bryan A. E Counsel and Head of M&A, of Matado	223, before me, a Notary Public for the State of Erman, known to me to be the E.V.P. and General or Production Company, the corporation that acknowledged to me such corporation executed
(SEAL)	
My Commission Expires	Notary Public

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

MRC P	ermian Company	
By:		
<u>.</u> 1	Bryan A. Erman - E.V.P. and C	General Counsel and Head of M&A
Date:		
	ACKN	OWLEDGEMENT
STATE	OF TEXAS)	
COUNT	ΓΥ OF <b>DALLAS</b> )	
Counse	personally appeared Bryan A. I and Head of M&A, of MRC	2023, before me, a Notary Public for the State of Erman, known to me to be the E.V.P. and General Permian Company, the corporation that executed ledged to me such corporation executed the same.
(SEAL)		
My Cor	nmission Expires	Notary Public

## **EXHIBIT "A"**

Plat of communitized area covers 390.32 acres in S2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 18 & the SE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

### Simon Camamile 0206 Fed Com #206H

Section 2	Section 1	Section 6
<u>Tract 1</u>	<u>Tract 2</u>	Tract 3
VB-0183-0003	NMNM-130856	NMNM-029588
160 Acres	160 Acres	70.32

### **EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated February 1, 2023, embracing the following described land in S2S2 of Sections 2 & 1, Township 21 South, Range 28 East, Lot 18 & the SE/4SW/4 of Section 6, Township 21 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: Matador Production Company

### DESCRIPTION OF LEASES COMMITTED

### Tract No. 1

**Lease Serial Number:** VB-0183-0003

**Description of Land Committed:** Township 21 South, Range 28 East,

Section 2: Lots S2S2

**Number of Acres:** 160.00

**Current Lessee of Record:** Judah Oil LLC

Name of Working Interest Owners: Bane Bigbie and wife, Melanie Bigbie

Charmar, LLC

CP Energy Investments III, LLC

Critterville, LLC

El Capitan Ventures, LLC

Innoventions, Inc Jalapeno Corporation JTD Resources, LLC

LML Working Properties, LLC

Michael Kyle Leonard, Trustee of the Michael

Kyle Leonard Child's Trust Mitchell Exploration, Inc MRC Permian Company Robert K. Leonard

Shannon C. Leonard, Trustee of the Shannon C.

Leonard Child's Trust

Tumbleweed Exploration, LLC

### Tract No. 2

Lease Serial Number: NMNM-130856

**Description of Land Committed:**Township 21 South, Range 28

East Section 1: S2S2

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

### Tract No. 3

Lease Serial Number: NMNM-029588

**Description of Land Committed:** Township 21 South, Range 29 East,

Section 6: Lots 18, SE/4SW/4

Number of Acres: 70.32

Current Lessee of Record: COG Operating LLC

Concho Oil & Gas LLC

Name of Working Interest Owners: COG Operating LLC

Concho Oil & Gas LLC Foran Oil Company Hope Royalties, LLC MRC Permian Company Oxy Y-1 Company

Performance Oil and Gas Company

Sharbro Energy, LLC Xplor Resources, LLC

## **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	40.99%
2	160.00	40.99%
3	70.32	18.02%
Total	390.32	100.00%

ADDR1 ADDR2 ADDR3 ADDR4 ADDR5 Wolfcamp (SLOT 5 & 6)

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ORRI Owners				
Regeneration Energy Corp.	P.O. Box 210	Artesia	NM	88211-0840
The Allar Company	P.O. Box 1567	Graham	TX	76450
Premier Oil & Gas, Inc.	P.O. Box 837205	Richardson	TX	75083
Dastarac Inc.	2308 Sierra Vista Rd.	Artesia	NM	88211
Raye Miller and wife, Mary Miller	2308 Sierra Vista Rd.	Artesia	NM	88211
Joel Miller and wife, Robin Miller	P.O. Box 357	Artesia	NM	88211
William Miller	2306 Sierra Vista Rd.	Artesia	NM	88211
Innoventions, Inc.	P.O. Box 40	Cedar Crest	NM	87008
Cibola Land Corporation	1429 Central Ave. SW, STE 3	Albuquerque	NM	87104
Kenneth Barbe, Jr.	121 W. Third St.	Roswell	NM	88201
Stephen T. Mitchell	P.O. Box 2415	Midland	TX	79702
Don Grady	P.O. Box 30801	Albuquerque	NM	87190
Duane Brown	706 Apache Dr.	Yuma	CO	80759
Bruce J. Pierce, Trustee of the Pierce Irrevocable Trust No. 2 Southwest Petroleum Land Services, LLC	6201 Uptown Blvd., NE, Ste. 201 1901 West 4th Street	Albuquerque Roswell	NM NM	87110 88201
·				
Permian Basin Investment Corporation	500 N. Kentucky	Roswell	NM	88201
Ronadero Company, Inc.	P.O. Box 746	Big Horn	WY	82833
Natalie V. Hanagan	1922 18th Ave. West	Williston	ND ND	58801
Hutchings Oil Company	P.O. Box 1216	Albuquerque	NM	87103
George L. Scott, III	P.O. Box 40	Cedar Crest	NM	87008
Dan O'Neill and wife, Deborah O'Neill	P.O. Box 4831	Midland	TX	79704
Sealy H. Cavin, Jr.	400 First Plaza, Ste 610	Albuquerque	NM	87102
Leonard Legacy Royalty, LLC	P.O. Box 3422	Midland	TX	79702
LML Properties, LLC	P.O. Box 3194	Boulder	CO	80307
Jack's Peak, LLC	P.O. Box 294928	Kerrville	TX	78029
Schutz Abstract Company	P.O. Box 973	Santa Fe	NM	87504
James B. O'Neill, II, Trustee of the James A. O'Neill Revocable Trust	P.O. Box 942	Fort Collins	СО	80522

Hammersmith Realty, Inc.	45 Beaverbrook Crescent	St. Albert, Alberta	Canada	T8N 3Y1
Charmar, LLC	4815 Vista Del Oso Ct., NE	Albuquerque	NM	87109
Bane Bigbie and wife, Melanie Bigbie	P.O. Box 998	Ardmore	ОК	73402
Mitchell Exploration, Inc.	6212 Homestead Blvd.	Midland	TX	79707
MCM Royalties, LLC	P.O. Box 1540	Midland	TX	79702
Kevin K. Leonard, Trustee of theKevin K. Leonard Child's Trust	P.O. Box 50688	Midland	TX	79710
Molly M. Azopardi, Trustee of the Molly M. Azopardi Child's Trust	P.O. Box 620	Wimberly	TX	78676
Shannon C. Leonard, Trustee of the Shannon C. Leonard Child's Trust	1018 Sunset Canyon N.	Dripping Springs	TX	78620
Michael Kyle Leonard, Trustee of the Michael Kyle Leonard Child's Trust	P.O. Box 2625	Eagle Pass	TX	78853
Patrick Leonard, Trustee of the Patrick Leonard Child's Trust	P.O. Box 700633	San Antonio	TX	78270
S. E. S. Investments, Ltd.	P.O. Box 10886	Midland	TX	79702
First Southern Funding, LLC	P.O. Box 328	Stanford	KY	40484
Voyage Energy, LP	P.O. Box 11232	Midland	TX	79702
Red River Holdings, LLC	P.O. Box 10886	Midland	TX	79702
TMT Energy Resources, Inc.	5600 N. May Ave., Ste. 320	Oklahoma City	ОК	73112
EM1 Energy, LLC	5600 N. May Ave., Ste. 320	Oklahoma City	ОК	73112
Samuel George Jones	P.O. Box 10253	Midland	TX	79702
Mongoose Minerals LLC	600 W. Illinois Ave.	Midland	TX	79705
EOG Resources, Inc.	1111 Bagby, Sky Lobby 2	Houston	TX	77002
Nestegg Energy Corporation	2308 Sierra Vista Rd.	Artesia	NM	88210
New Mexico Oil Corporation	P.O. Box 1714	Roswell	NM	88202
Royalty Interest				
The State of New Mexico	3100 Old Santa Fe Trail	Santa Fe	NM	87501
The United States of America	301 Dinosaur Trl.	Santa Fe	NM	87508
WI Owners				
Jalapeno Corporation	P.O. Box 1608	Albuquerque	NM	87103
Chief Capital (O&G) II, LLC	8111 Westchester Drive, Suite 900	Dallas	TX	75225
CP Energy Investments III, LLC	8235 Douglas Avenue, Suite 400	Dallas	TX	75225
Innoventions, Inc.	P.O. Box 40	Cedar Crest	NM	87008
Robert Kelly Leonard	P.O. Box 294928	Kerrville	TX	78029
LML Working Properties, LLC	P.O. Box 3194	Boulder	СО	80307
JTD Resources, LLC	P.O. Box 3422	Midland	TX	79702
Charmar, LLC	4815 Vista Del Oso Ct., NE	Albuquerque	NM	87109

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P.O. Box 998	Ardmore	ОК	73402
6212 Homestead Blvd.	Midland	TX	79707
P.O. Box 50688	Midland	TX	79710
P.O. Box 620	Wimberley	TX	78676
P.O. Box 700633	San Antonio	TX	79270
1018 Sunset Canyon Drive N.	Dripping Springs	TX	78620
P.O. Box 2625	Eagle Pass	TX	78853
600 W. Illinois Ave.	Midland	TX	79705
5509 Champions Dr.	Midland	TX	79706
5 Greenway Plaza, Suite 110	Houston	TX	77227
600 W. Illinois Ave.	Midland	TX	79705
5400 LBJ Freeway, STE 1500	Dallas	TX	75240
5400 LBJ Freeway, STE 1500	Dallas	TX	75240
1104 North Shore Dr.	Carlsbad	NM	88220
P.O. Box 1326	Artesia	NM	88211
P.O. Box 840	Artesia	NM	88211-0840
	6212 Homestead Blvd. P.O. Box 50688 P.O. Box 620 P.O. Box 700633 1018 Sunset Canyon Drive N. P.O. Box 2625 600 W. Illinois Ave. 5509 Champions Dr. 5 Greenway Plaza, Suite 110 600 W. Illinois Ave. 5400 LBJ Freeway, STE 1500 5400 LBJ Freeway, STE 1500 1104 North Shore Dr. P.O. Box 1326	6212 Homestead Blvd.  P.O. Box 50688  Midland  P.O. Box 620  Wimberley  P.O. Box 700633  San Antonio  1018 Sunset Canyon Drive N.  Dripping Springs  P.O. Box 2625  Eagle Pass  600 W. Illinois Ave.  Midland  5509 Champions Dr.  Midland  5 Greenway Plaza, Suite 110  Houston  600 W. Illinois Ave.  Midland  5400 LBJ Freeway, STE 1500  Dallas  1104 North Shore Dr.  Carlsbad  P.O. Box 1326  Artesia	6212 Homestead Blvd. Midland TX P.O. Box 50688 Midland TX P.O. Box 620 Wimberley TX P.O. Box 700633 San Antonio TX 1018 Sunset Canyon Drive N. Dripping Springs TX P.O. Box 2625 Eagle Pass TX 600 W. Illinois Ave. Midland TX 5509 Champions Dr. Midland TX 5 Greenway Plaza, Suite 110 Houston TX 600 W. Illinois Ave. Midland TX 5400 LBJ Freeway, STE 1500 Dallas TX 5400 LBJ Freeway, STE 1500 Dallas TX 1104 North Shore Dr. Carlsbad NM P.O. Box 1326 Artesia NM



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

May 08, 2023

### <u>CERTIFIED MAIL</u> RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of S/2 of Sections 1 and 2, Township 21 South, Range 28 East, and L17, L18, NE/4 SW/4 and the SE/4 SW/4, Township 21 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands")

#### Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from the date this application is received by 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,

Paula M. Vance

ATTORNEY FOR MATADOR PRODUCTION

**COMPANY** 

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date	, ,			,					
31309	05/08/ 2023		Regeneration Energy Corp.	PO Box 210	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 860722	75319 - MRC_Simon Camamile 205H- 206H notice list - 1
31309	05/08/ 2023		The Allar Company	PO Box 1567	Graham	TX		Certified with Return Receipt (Signature)	94148118 98765424 860708	75319 - MRC_Simon Camamile 205H- 206H notice list - 2
31309	05/08/ 2023		Premier Oil & Gas, Inc.	PO Box 837205	Richardson	TX		Certified with Return Receipt (Signature)		75319 - MRC_Simon Camamile 205H- 206H notice list - 3
31309	05/08/ 2023		Dastarac Inc.	2308 Sierra Vista Rd	Artesia	NM		Certified with Return Receipt (Signature)		75319 - MRC_Simon Camamile 205H- 206H notice list - 4
31309	05/08/ 2023		Raye Miller and wife, Mary Miller	2308 Sierra Vista Rd	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 860739	75319 - MRC_Simon Camamile 205H- 206H notice list - 5
31309	05/08/ 2023		Joel Miller and wife, Robin Miller	PO Box 357	Artesia	NM		Certified with Return Receipt (Signature)		75319 - MRC_Simon Camamile 205H- 206H notice list - 6
31309	05/08/ 2023		William Miller	2306 Sierra Vista Rd	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 860913	75319 - MRC_Simon Camamile 205H- 206H notice list - 7
31309	05/08/ 2023		Innoventions, Inc.	PO Box 40	Cedar Crest	NM		Certified with Return Receipt (Signature)		75319 - MRC_Simon Camamile 205H- 206H notice list - 8

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
31309	<b>Date</b> 05/08/ 2023		Cibola Land Corporation	1429 Central Ave. SW, Ste 3	Albuquerque	NM	87104	Certified with Return Receipt (Signature)	94148118 98765424 860968	75319 - MRC_Simon Camamile 205H- 206H notice list - 9
31309	05/08/ 2023		Kenneth Barbe, Jr.	121 W 3rd St	Roswell	NM		Certified with Return Receipt (Signature)	94148118 98765424 860920	75319 - MRC_Simon Camamile 205H- 206H notice list - 10
31309	05/08/ 2023		Stephen T. Mitchell	PO Box 2415	Midland	TX		Certified with Return Receipt (Signature)	94148118 98765424 860906	75319 - MRC_Simon Camamile 205H- 206H notice list - 11
31309	05/08/ 2023		Don Grady	PO Box 30801	Albuquerque	NM		Certified with Return Receipt (Signature)	94148118 98765424 860982	75319 - MRC_Simon Camamile 205H- 206H notice list - 12
31309	05/08/ 2023		Duane Brown	706 W Apache Dr	Yuma	СО		Certified with Return Receipt (Signature)	94148118 98765424 860975	75319 - MRC_Simon Camamile 205H- 206H notice list - 13
31309	05/08/ 2023	Pierce Irrevocable Trust No. 2	Bruce J. Pierce, Trustee of the	6201 Uptown Blvd NE Ste 201	Albuquerque	NM		Certified with Return Receipt (Signature)	94148118 98765424 860616	75319 - MRC_Simon Camamile 205H- 206H notice list - 14

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date				·		Ţ			
31309	05/08/		Southwest Petroleum	1901 W 4th St	Roswell	NM		Certified with	94148118	75319 - MRC_Simon
	2023		Land Services, LLC				1745	Return Receipt	98765424	Camamile 205H-
								(Signature)	860654	206H notice list - 15
31309	05/08/		Permian Basin	500 N Kentucky	Roswell	NM	88201	Certified with	94148118	75319 - MRC_Simon
	2023		Investment Corporation	Ave			4721	Return Receipt	98765424	Camamile 205H-
								(Signature)	860661	206H notice list - 16
31309	05/08/		Ronadero Company, Inc.	PO Box 746	Big Horn	WY	82833	Certified with	94148118	75319 - MRC_Simon
	2023						0746	Return Receipt	98765424	Camamile 205H-
								(Signature)	860623	206H notice list - 17
31309	05/08/		Natalie V. Hanagan	1922 18th Ave W	Williston	ND	58801·	Certified with	94148118	75319 - MRC_Simon
	2023						2553	Return Receipt	98765424	Camamile 205H-
								(Signature)	860609	206H notice list - 18
31309	05/08/		Hutchings Oil Company	PO Box 1216	Albuquerque	NM	87103·	Certified with	94148118	75319 - MRC_Simon
	2023						1216	Return Receipt	98765424	Camamile 205H-
								(Signature)	860692	206H notice list - 19
31309	05/08/		George L. Scott, III	PO Box 40	Cedar Crest	NM	87008	Certified with	94148118	75319 - MRC_Simon
	2023						0040	Return Receipt	98765424	Camamile 205H-
								(Signature)	860647	206H notice list - 20

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/		Dan ONeill and wife,	PO Box 4831	Midland	TX	79704	Certified with	94148118	75319 - MRC_Simon
	2023		Deborah ONeill				4831	Return Receipt	98765424	Camamile 205H-
								(Signature)	860685	206H notice list - 21
31309	05/08/		Sealy H. Cavin, Jr.	400 1st St NE Ste	Albuquerque	NM	87124	Certified with	94148118	75319 - MRC_Simon
	2023			610			0706	Return Receipt		Camamile 205H-
								(Signature)	860630	206H notice list - 22
31309	05/08/		Leonard Legacy Royalty,	PO Box 3422	Midland	TX	79702	Certified with	94148118	75319 - MRC_Simon
	2023		LLC				3422	Return Receipt	98765424	Camamile 205H-
								(Signature)	860111	206H notice list - 23
31309	05/08/		LML Properties, LLC	PO Box 3194	Boulder	СО	80307-	Certified with	94148118	75319 - MRC_Simon
	2023						3194	Return Receipt	98765424	Camamile 205H-
								(Signature)	860159	206H notice list - 24
31309	05/08/		Jacks Peak, LLC	PO Box 294928	Kerrville	TX	78029·	Certified with	94148118	75319 - MRC_Simon
	2023						4928	Return Receipt		Camamile 205H-
								(Signature)	860166	206H notice list - 25
31309	05/08/		Schutz Abstract	PO Box 973	Santa Fe	NM	87504	Certified with	94148118	75319 - MRC_Simon
	2023		Company				0973	Return Receipt	98765424	Camamile 205H-
								(Signature)	860128	206H notice list - 26

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date				•					
31309		James A. ONeill Revocable Trust	James B. ONeill, II, Trustee of the	PO Box 942	Fort Collins	СО	80522 0942	Certified with Return Receipt (Signature)	94148118 98765424 860104	75319 - MRC_Simon Camamile 205H- 206H notice list - 27
31309	05/08/ 2023		Charmar, LLC	4815 Vista Del Oso Ct NE	Albuquerque	NM		Certified with Return Receipt (Signature)	94148118 98765424 860197	75319 - MRC_Simon Camamile 205H- 206H notice list - 29
31309	05/08/ 2023		Bane Bigbie and wife, Melanie Bigbie	PO Box 998	Ardmore	ОК	73402 0998	Certified with Return Receipt (Signature)	94148118 98765424 860142	75319 - MRC_Simon Camamile 205H- 206H notice list - 30
31309	05/08/ 2023		Mitchell Exploration, Inc.	6212 Homestead Blvd	Midland	ТХ	79707 5059	Certified with Return Receipt (Signature)	94148118 98765424 860135	75319 - MRC_Simon Camamile 205H- 206H notice list - 31
31309	05/08/ 2023		MCM Royalties, LLC	PO Box 1540	Midland	TX	79702 1540	Certified with Return Receipt (Signature)	94148118 98765424 860173	75319 - MRC_Simon Camamile 205H- 206H notice list - 32
31309	05/08/ 2023	Kevin K. Leonard Childs Trust	Kevin K. Leonard, Trustee of the	PO Box 50688	Midland	TX	79710 0688	Certified with Return Receipt (Signature)	94148118 98765424 860319	75319 - MRC_Simon Camamile 205H- 206H notice list - 33

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date	, ,					•			
31309	05/08/ 2023	Molly M. Azopardi Childs Trust	Molly M. Azopardi, Trustee of the	PO Box 620	Wimberley	ТХ		Certified with Return Receipt (Signature)	94148118 98765424 860357	75319 - MRC_Simon Camamile 205H- 206H notice list - 34
31309	05/08/ 2023	Shannon C. Leonard Childs Trust	Shannon C. Leonard, Trustee of the	1018 Sunset Canyon Dr N	Dripping Springs	TX		Certified with Return Receipt (Signature)	94148118 98765424 860326	75319 - MRC_Simon Camamile 205H- 206H notice list - 35
31309	05/08/ 2023	Michael Kyle Leonard Childs Trust	Michael Kyle Leonard, Trustee of the	PO Box 2625	Eagle Pass	TX		Certified with Return Receipt (Signature)	94148118 98765424 860395	75319 - MRC_Simon Camamile 205H- 206H notice list - 36
31309	05/08/ 2023	Patrick Leonard Childs Trust	Patrick Leonard, Trustee of the	PO Box 700633	San Antonio	TX		Certified with Return Receipt (Signature)	94148118 98765424 860388	75319 - MRC_Simon Camamile 205H- 206H notice list - 37
31309	05/08/ 2023		S. E. S. Investments, Ltd.	PO Box 10886	Midland	TX		Certified with Return Receipt (Signature)	94148118 98765424 860333	75319 - MRC_Simon Camamile 205H- 206H notice list - 38
31309	05/08/ 2023		First Southern Funding, LLC	PO Box 328	Stanford	KY		Certified with Return Receipt (Signature)	94148118 98765424 860371	75319 - MRC_Simon Camamile 205H- 206H notice list - 39

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/		Voyage Energy, LP	PO Box 11232	Midland	TX		Certified with		75319 - MRC_Simon
	2023						8232	Return Receipt	98765424	Camamile 205H-
								(Signature)	860012	206H notice list - 40
31309	05/08/		Red River Holdings, LLC	PO Box 10886	Midland	TX	79702	Certified with	94148118	75319 - MRC_Simon
	2023						7886	Return Receipt	98765424	Camamile 205H-
								(Signature)	860050	206H notice list - 41
31309	05/08/		TMT Energy Resources,	5600 N May Ave	Oklahoma City	ОК	73112	Certified with	94148118	75319 - MRC_Simon
	2023		Inc.	Ste 320			4275	Return Receipt	98765424	Camamile 205H-
								(Signature)	860029	206H notice list - 42
31309	05/08/		EM1 Energy, LLC	5600 N May Ave	Oklahoma City	ОК	73112	Certified with	94148118	75319 - MRC_Simon
	2023			Ste 320			4275	Return Receipt	98765424	Camamile 205H-
								(Signature)	860005	206H notice list - 43
31309	05/08/		Samuel George Jones	PO Box 10253	Midland	TX	79702	Certified with	94148118	75319 - MRC_Simon
	2023						7253	Return Receipt	98765424	Camamile 205H-
								(Signature)	860098	206H notice list - 44
31309	05/08/		Mongoose Minerals LLC	600 W Illinois	Midland	TX	79701	Certified with	94148118	75319 - MRC_Simon
	2023			Ave			4882	Return Receipt	98765424	Camamile 205H-
								(Signature)	860043	206H notice list - 45

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/ 2023		EOG Resources, Inc.	1111 Bagby St Lbby 2	Houston	ТХ		Certified with Return Receipt (Signature)	94148118 98765424 860081	75319 - MRC_Simon Camamile 205H- 206H notice list - 46
31309	05/08/ 2023		Nestegg Energy Corporation	2308 Sierra Vista Rd	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 860036	75319 - MRC_Simon Camamile 205H- 206H notice list - 47
31309	05/08/ 2023		New Mexico Oil Corporation	PO Box 1714	Roswell	NM		Certified with Return Receipt (Signature)	94148118 98765424 860074	75319 - MRC_Simon Camamile 205H- 206H notice list - 48
31309	05/08/ 2023		The State of New Mexico	310 Old Santa Fe Trl	Santa Fe	NM		Certified with Return Receipt (Signature)	94148118 98765424 860418	75319 - MRC_Simon Camamile 205H- 206H notice list - 49
31309	05/08/ 2023	The United States of America	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM		Certified with Return Receipt (Signature)	94148118 98765424 860456	75319 - MRC_Simon Camamile 205H- 206H notice list - 50
31309	05/08/ 2023		Jalapeno Corporation	PO Box 1608	Albuquerque	NM		Certified with Return Receipt (Signature)	94148118 98765424 860425	75319 - MRC_Simon Camamile 205H- 206H notice list - 51

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/ 2023		Chief Capital O&G II, LLC	8111 Westchester Dr Ste 900	Dallas	ТХ		Certified with Return Receipt (Signature)	94148118 98765424 860401	75319 - MRC_Simon Camamile 205H- 206H notice list - 52
31309	05/08/ 2023		CP Energy Investments III, LLC	8235 Douglas Ave Ste 400	Dallas	тх		Certified with Return Receipt (Signature)	94148118 98765424 860494	75319 - MRC_Simon Camamile 205H- 206H notice list - 53
31309	05/08/ 2023		Robert Kelly Leonard	PO Box 294928	Kerrville	ТХ	78029 4928	Certified with Return Receipt (Signature)	94148118 98765424 860449	75319 - MRC_Simon Camamile 205H- 206H notice list - 54
31309	05/08/ 2023		LML Working Properties, LLC	PO Box 3194	Boulder	СО		Certified with Return Receipt (Signature)	94148118 98765424 860432	75319 - MRC_Simon Camamile 205H- 206H notice list - 55
31309	05/08/ 2023		JTD Resources, LLC	PO Box 3422	Midland	ТХ		Certified with Return Receipt (Signature)	94148118 98765424 860517	75319 - MRC_Simon Camamile 205H- 206H notice list - 56
31309	05/08/ 2023		Mitchell Exploration, Inc.	6212 Homestead Blvd	Midland	ТХ	79707 5059	Certified with Return Receipt (Signature)	94148118 98765424 860555	75319 - MRC_Simon Camamile 205H- 206H notice list - 57

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/		Tumbleweed	PO Box 50688	Midland	TX	79710	Certified with	94148118	75319 - MRC_Simon
	2023		Exploration, LLC				0688	Return Receipt	98765424	Camamile 205H-
								(Signature)	860562	206H notice list - 58
31309	05/08/		Critterville, LLC	PO Box 620	Wimberley	TX	78676·	Certified with	94148118	75319 - MRC_Simon
	2023						0620	Return Receipt	98765424	Camamile 205H-
								(Signature)	860524	206H notice list - 59
31309	05/08/		El Capitan Ventures, LLC	PO Box 700633	San Antonio	TX		Certified with	94148118	75319 - MRC_Simon
	2023						0633	Return Receipt	98765424	Camamile 205H-
								(Signature)	860500	206H notice list - 60
31309	05/08/	Shannon C. Leonard	Shannon C. Leonard,	1018 Sunset	Dripping Springs	TX	78620	Certified with	94148118	75319 - MRC_Simon
	2023	Childs Trust WI	Trustee of the	Canyon Dr N			3955	Return Receipt	98765424	Camamile 205H-
								(Signature)	860593	206H notice list - 61
31309	05/08/	Michael Kyle	Michael Kyle Leonard,	PO Box 2625	Eagle Pass	TX	78853	Certified with	94148118	75319 - MRC_Simon
	2023	Leonard Childs Trust	Trustee of the				2625	Return Receipt	98765424	Camamile 205H-
		WI						(Signature)	860548	206H notice list - 62
31309	05/08/		COG Operating LLC	600 W Illinois	Midland	TX	79701·	Certified with	94148118	75319 - MRC_Simon
	2023			Ave			4882	Return Receipt	98765424	Camamile 205H-
								(Signature)	860586	206H notice list - 63

Parent	Mail	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
ID	Date									
31309	05/08/		EOG Resources, Inc.	5509 Champions	Midland	TX	79706·	Certified with	94148118	75319 - MRC_Simon
	2023			Dr			2843	Return Receipt	98765424	Camamile 205H-
								(Signature)	860531	206H notice list - 64
31309	05/08/		Oxy Y-1 Company	5 Greenway Plz	Houston	TX	77046·	Certified with	94148118	75319 - MRC_Simon
	2023			Ste 110			0521	Return Receipt		Camamile 205H-
								(Signature)	860579	206H notice list - 65
31309	05/08/		Concho Oil & Gas LLC	600 W Illinois	Midland	TX	79701	Certified with	94148118	75319 - MRC_Simon
	2023			Ave			4882	Return Receipt		Camamile 205H-
								(Signature)	868216	206H notice list - 66
31309	05/08/		Foran Oil Company	5400 Lbj Fwy Ste	Dallas	TX	75240·	Certified with	94148118	75319 - MRC_Simon
	2023			1500			1017	Return Receipt	98765424	Camamile 205H-
								(Signature)	868254	206H notice list - 67
31309	05/08/		Performance Oil	5400 Lbj Fwy Ste	Dallas	TX	75240·	Certified with	94148118	75319 - MRC_Simon
	2023		Company	1500			1017	Return Receipt		Camamile 205H-
								(Signature)	868261	206H notice list - 68
31309	05/08/		Xplor Resources, LLC	1104 North	Carlsbad	NM	88220	Certified with	94148118	75319 - MRC_Simon
	2023			Shore Dr			4638	Return Receipt	98765424	Camamile 205H-
								(Signature)	868223	206H notice list - 69

Parent ID	Mail Date	Company	Name	Address	City	ST	Zip	MailClass	Tracking	Well
31309	05/08/		Hope Royalties, LLC	PO Box 1326	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 868209	75319 - MRC_Simon Camamile 205H- 206H notice list - 70
31309	05/08/ 2023		Sharbro Energy, LLC	PO Box 840	Artesia	NM		Certified with Return Receipt (Signature)	94148118 98765424 868292	75319 - MRC_Simon Camamile 205H- 206H notice list - 71
31309	05/08/ 2023		New Mexico State Land Office	PO Box 1148	Santa Fe	NM		Certified with Return Receipt (Signature)	94148118 98765424 868247	75319 - MRC_Simon Camamile 205H- 206H notice list - 72

Page 65 of 80

Received by OCD: 5/9/2023 5:03:03 PM



From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: Paula M. Vance

Cc: McClure, Dean, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O;

Walls, Christopher; Lamkin, Baylen L.; Dawson, Scott

Subject: Approved Administrative Order CTB-1102

Date: Monday, September 11, 2023 4:09:58 PM

Attachments: CTB1102 Order.pdf

NMOCD has issued Administrative Order CTB-1102 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
	C' C 1 020CE 1 1	N/2 S/2	1-21S-28E	
30-015-53728	Simon Camamile 0206 Federal	N/2 S/2	2-21S-28E	98315
	Com #205H	N/2 SW/4	6-21S-29E	
	C' C 1 020CE 1 1	S/2 S/2	1-21S-28E	
30-015-53729	Simon Camamile 0206 Federal Com #206H	S/2 S/2	2-21S-28E	98315
	Com #200H	S/2 SW/4	6-21S-29E	

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

# **Alamogordo Daily News**

# Affidavit of Publication Ad # 0005695084 This is not an invoice

**HOLLAND & HART** POBOX 2208

SANTA FE, NM 87504

I, being duly sworn, on my oath say that I am the Legal Coordinator of the **Alamogordo Daily News**, a newspaper of daily circulation, published and printed in the English language at the City of Alamogordo, Otero County, and State of New Mexico. That the Alamogordo Daily News has been regularly published and issued for more than nine months prior to the date of the first publication hereinafter mentioned.

05/09/2023

Legal Clerk

Subscribed and sworn before me this May 9, 2023:

State of WI, County of Brown NOTARY PUBLIC

My commission expires

KATHLEEN ALLEN Notary Public State of Wisconsin

Ad # 0005695084 PO #: 5695084 # of Affidavits1

This is not an invoice

#### Legal Notice (Publication)

To: All affected parties, including; Regeneration Energy Corp.; The Allar Company; Premier Oil & Gas, Inc.; Dastarac Inc.; Raye Miller and wife, Mary Miller, their heirs and devisees; Joel Miller and wife, Robin Miller, their heirs and devisees; William Miller. his heirs and devisees: Miller, his heirs and devisees; Innoventions, Inc.; Cibola Land Corporation; Kenneth Barbe, Jr., his heirs and devisees; Stephen T. Mitchell, his heirs and devisees; Duane Brown, his heirs and devisees; Duane Brown, his heirs and devisees; Bruce J. Pierce, Truste of the Pierce Irsuperable Trust No. 2 revocable Trust No. 2; Southwest Petroleum Land Services, LLC; Permian Basin In-Services, LLC; Permian Basin Investment Corporation; Ronadero Company, Inc.; Natalie V. Hanagan, her heirs and devisees; Hutchings Oil Company; George L. Scott, Ill, his heirs and devisees; Dan O'Neill and wife, Deborah O'Neill, their heirs and devisees; Sealy H. Cavin, Jr., his heirs and devisees; Leonard Legacy Royalty, LLC; LML Properties, LLC; Jack's Peak, LLC; Schutz Abstract Company; James B. O'Neill, II, Trustee of the James A. O'Neill Revocable Trust; Hammersmith Real-Peak, LLC; Schutz Abstract Company; James B. O'Neill, II, Trustee of the James A. O'Neill Revocable Trust; Hammersmith Realty, Inc.; Charmar, LLC; Bane Bigbie and wife, Melanie Bigbie, their heirs and devisees; Mitchell Exploration, Inc.; MCM Royalties, LLC; Kevin K. Leonard, Trustee of the Kevin K. Leonard Child's Trust; Molly M. Azopardi Child's Trust; Shannon C. Leonard, Trustee of the Molly M. Azopardi Child's Trust; Shannon C. Leonard, Trustee of the Michael Kyle Leonard, Trustee of the Michael Kyle Leonard, Trustee of the Michael Kyle Leonard Child's Trust; S. E. S. Investments, Ltd.; First Southern Funding, LLC; Voyage Energy, LP; Red River Holdings, LLC; TMT Energy Resources, Inc.; EM1 Energy, LLC; Samuel George Jones, his heirs and devisees; Mongoose Minerals LLC; EOG Resources, Inc.; Nestegg Energy Corporation; New Mexico Oil Corporation; New Mexico Oil Corporation; The State of New Mexico; The United States of America Bureau of Land Management; Jalapeno Corporation; Chief Capital (0&G) II, LLC; CP Energy Investments III, LLC; Robert Kelly Leonard, his heirs and devisees; LML Working Properties, LLC; ITD Resources, LLC; Tumbleweed Exploration, LLC; Critterville, LLC; El Capitan Ventures, LLC; Shannon C. Leonard, Trustee of the Shannon C. Leonard Child's Trust (WI); Michael Kyle Leonard, Trustee of the Shannon C. Leonard (Nild's Trust (WI); Michael Kyle Leonard (Child's Trust (Child ( nard Child's Trust (WI); Michael Kyle Leonard, Trustee of the Mi-chael Kyle Leonard Child's Trust (WI); COG Operating LLC; Oxy Y-1 Company; Concho Oil & Gas LLC; Foran Oil Company; Performance Oil Company; Xplor Resources, LLC; Hope Royalties, LLC; and Sharbro Energy, LLC.

Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of the 5/2 of Sections 1 and 2, Township 21 South, Range 28 East, and L17, L18, NE/4 SW/4 and the SE/4 SW/4, Township 21 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the Simon Camamile South Tank Battery insofar as all existing and future wells drilled in the following spacing units:

- (a) The 390.36-acre spacing unit comprised of the N/2 5/2 of Sections 1 and 2, T215-R28E, and L17 and the NE/4 SW/4 of Section 6, T215-R29E, in the WC 21527E3; Upper Wolfcamp (oil) [28352] currently dedicated to the Simon Camamile 0206 Fed Com #205H (API. No. 30-015-PENDING);
- (b) The 390.32-acre spacing unit comprised of the 5/2 5/2 of Sections 1 and 2, T21S-R28E, and L18 and the SE/4 SW/4 of Section 6, T21S-R29E, in the WC 21S27E3; Upper Wolfcamp (oil) [28352] currently dedicated to the Simon Camamile 0206 Fed Com #206H (API. No. 30-015-PENDING); and
- (c) Pursuant to 19.15.12.10.C(4)(g), future WC 21S27E3; Upper Wolfcamp (oil) [28352] spacing units connected to the Simon Camamile South 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. #5695084, Daily News, May 9, 2023

From: McClure, Dean, EMNRD
To: Paula M. Vance

Cc: Kyle Perkins; Rikala, Ward, EMNRD

Subject: RE: [EXTERNAL] RE: Action ID: 215358; CTB-1102

**Date:** Friday, September 8, 2023 12:45:00 PM

Paula,

I conducted a bit more research in the area when I noticed the sundries were on state forms rather than federal forms. It appears that the Division made a mistake when Matador was recently instructed that the wells are completed in pool 98352 which triggered the need for the sundries.

The correct pool for these wells is 98315 and with the confirmation below that these are the wells intended to be included in the project by Matador; I will not need anything further for this application.

If the referenced sundries are currently submitted, I'll go in and reject them back out with an explanation that the correct pool is 98315.

Dean McClure

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

From: Paula M. Vance < PMVance@hollandhart.com>

Sent: Thursday, September 7, 2023 6:41 AM

**To:** McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov> **Subject:** RE: [EXTERNAL] RE: Action ID: 215358; CTB-1102

Dean,

Attached are the requested Sundries. Please let me know if you need anything else. Thanks.

### Paula Vance

Associate, Holland & Hart LLP

pmvance@hollandhart.com | T: (505) 954-7286 | M: (337) 280-9055

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: McClure, Dean, EMNRD < Dean. McClure@emnrd.nm.gov >

Sent: Tuesday, September 5, 2023 9:29 AM

**To:** Paula M. Vance < <a href="mailto:PMVance@hollandhart.com">PMVance@hollandhart.com</a>>

Subject: RE: [EXTERNAL] RE: Action ID: 215358; CTB-1102

Paula,

Please provide a print off of the sundries submitted to the BLM requesting that the pool be corrected.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

From: Paula M. Vance < <a href="mailto:PMVance@hollandhart.com">PMVance@hollandhart.com</a>>

Sent: Tuesday, September 5, 2023 8:32 AM

To: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov>

Subject: [EXTERNAL] RE: Action ID: 215358; CTB-1102

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Dean,

See attached email from Mr. Rikala stating that the correct pool is WC21S27E3; Upper Wolfcamp [98352] and coordinating sundry submittals from Matador for these wells. The application letter provides the correct pool name, but the incorrect pool code (this is the only place with the scrivener error).

Also, confirming that these are the correct wells for this commingling application.

Let me know if you have any other questions.

#### Paula Vance

Associate, Holland & Hart LLP

pmvance@hollandhart.com | T: (505) 954-7286 | M: (337) 280-9055

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: McClure, Dean, EMNRD < Dean. McClure@emnrd.nm.gov>

Sent: Thursday, August 31, 2023 4:48 PM

To: Paula M. Vance < < PMVance@hollandhart.com >

Subject: Action ID: 215358; CTB-1102

To whom it may concern (c/o Paula Vance for Matador Production Company),

The Division is reviewing the following application:

Action ID	215358
Admin No.	CTB-1102
Applicant	Matador Production Company (228937)
Title	Simon Camamile South Tank Battery
Sub. Date	5/9/23

Please provide the following additional supplemental documents:

•

Please provide additional information regarding the following:

• The application summary lists one Wolfcamp pool (28352) and the rest of the application lists another wolfcamp pool (98352). Based upon the wells that I believe Matador intends to include in this project, the Wolfcamp should be yet another pool (98315). Please confirm for me which pool

Matador had intended to include in this commingling project.

• Please confirm that the following wells are the ones which Matador intended to include in this commingling project:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53728	Simon Camamile 0206 Federal Com #205H	N/2 S/2	1-21S-28E	
		N/2 S/2	2-21S-28E	98315
		N/2 SW/4	6-21S-29E	
	Simon Camamile 0206 Federal Com #206H	S/2 S/2	1-21S-28E	
30-015-53729		S/2 S/2	2-21S-28E	98315
		S/2 SW/4	6-21S-29E	

•

#### Additional notes:

•

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

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

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

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

ORDER NO. CTB-1102

#### **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 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.
- 6. 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.
- 7. 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**

8. 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.

Order No. CTB-1102 Page 1 of 4

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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

Order No. CTB-1102 Page 2 of 4

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.

Order No. CTB-1102 Page 3 of 4

- 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.

**DATE:** 9/11/2023

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DYLAN M. FUGE

**DIRECTOR** 

Order No. CTB-1102 Page 4 of 4

### State of New Mexico Energy, Minerals and Natural Resources Department

### Exhibit A

Order: CTB-1102

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

Central Tank Battery: Simon Camamile South Tank Battery

Central Tank Battery Location: UL L, Section 2, Township 21 South, Range 28 East Gas Title Transfer Meter Location: UL L, Section 2, Township 21 South, Range 28 East

### **Pools**

Pool Name Pool Code
WC BURTON FLAT UPPER WOLFCAMP EAST 98315

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

Leases as defined in 17.13.12.7(C) WHAC				
Lease	UL or Q/Q	S-T-R		
VB 0183 0003	S/2	2-21S-28E		
NMNM 105679579 (115407)	N/2 S/2	1-21S-28E		
NMNM 105381804 (130856)	S/2 S/2	1-21S-28E		
NMNM 105417600 (0029588)	SW/4	6-21S-29E		

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53728	Simon Camamile 0206 Federal Com #205H	N/2 S/2	1-21S-28E	
		N/2 S/2	2-21S-28E	98315
		N/2 SW/4	6-21S-29E	
30-015-53729	Simon Camamile 0206 Federal Com	S/2 S/2	1-21S-28E	
		S/2 S/2	2-21S-28E	98315
	#206H	S/2 SW/4	6-21S-29E	

### State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

Order: CTB-1102

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

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
	N/2 S/2	1-21S-28E		
CA Wolfcamp BLM	N/2 S/2	2-21S-28E	390.36	$\mathbf{A}$
	N/2 SW/4	6-21S-29E		
	S/2 S/2	1-21S-28E		
CA Wolfcamp BLM	S/2 S/2	2-21S-28E	390.32	В
	S/2 SW/4	6-21S-29E		

### **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VB 0183 0003	N/2 S/2	2-21S-28E	160	A
NMNM 105679579 (115407)	N/2 S/2	1-21S-28E	160	A
NMNM 105417600 (0029588)	N/2 SW/4	6-21S-29E	70.36	A
VB 0183 0003	S/2 S/2	2-21S-28E	160	В
NMNM 105381804 (130856)	S/2 S/2	1-21S-28E	160	В
NMNM 105417600 (0029588)	S/2 SW/4	6-21S-29E	70.32	В

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

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 215358

#### **CONDITIONS**

Operator:	OGRID:	
MATADOR PRODUCTION COMPANY	228937	
One Lincoln Centre	Action Number:	
Dallas, TX 75240	215358	
	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.	9/11/2023