

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: _____ OGRID Number: _____
 Well Name: _____ API: _____
 Pool: _____ Pool Code: _____

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

Print or Type Name

Pakmvr

Signature

Date

Phone Number

e-mail Address



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

July 19, 2023

VIA ONLINE FILING

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

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of Section 21, and the N/2, SW/4 and W/2 SE/4 of Section 22, Township 20 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 (pool and lease) diversely owned oil and gas production at the **Michael K Fed Com Central Tank Battery** *insofar as all existing and future wells drilled in the following spacing units:*

(a) The 320-acre spacing unit comprised of the N/2 N/2 of Sections 21 and 22, in the Getty; Bone Spring (27470) – currently dedicated to the **Michael K 2122 Fed Com #111H** (API. No. 30-015-53595) and the **Michael K 2122 Fed Com #121H** (API. No. 30-015-53689);

(b) The 320-acre spacing unit comprised of the S/2 N/2 of Sections 21 and 22, in the Getty; Bone Spring (27470) – currently dedicated to the **Michael K 2122 Fed Com #122H** (API. No. 30-015-53690);

(c) The 280-acre spacing unit comprised of the N/2 S/2 of Section 21, the N/2 SW/4 and NW/4 SE/4 of Section 22, in the Getty; Bone Spring (27470) – currently dedicated to the **Michael K 2122 Fed Com #123H** (API. No. 30-015-53593);

(d) The 280-acre spacing unit comprised of the S/2 S/2 of Section 21, the S/2 SW/4 and SW/4 SE/4 of Section 22, in the Getty; Bone Spring (27470) – currently dedicated to the **Michael K 2122 Fed Com #124H** (API. No. 30-015-53594);

(e) The 640-acre spacing unit comprised of the N/2 of Sections 21 and 22, in the Burton Flat; Wolfcamp (73480) – currently dedicated to the **Michael K 2122 Fed Com #201H** (API. No. 30-015-53688) and the **Michael K 2122 Fed Com #202H** (API. No. 30-015-53687);



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

(f) The 560-acre spacing unit comprised of the S/2 of Section 21, and the SW/4 and W/2 SE/4 of Section 22, in the Burton Flat; Wolfcamp (73480) – currently dedicated to the **Michael K 2122 Fed Com #203H** (API. No. 30-015-53686) and the **Michael K 2122 Fed Com #204H** (API. No. 30-015-53685); and

(g) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Michael K Fed Com Central Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Michael K Fed Com Central Tank Battery** (“CTB”) located in the NE/4 SE/4 of Section 20, Township 20 South, Range 29 East. Each well is equipped with a three-phase separator and metered on lease before production is transferred to the CTB. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.

Exhibit 1 is a land plat showing Matador’s current development plan, flow lines, well pads, the central tank battery (“Facility Pad”) in the subject area, and common gathering line. The plat also identifies the wellbores 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 Kenneth Dodson, Staff Facilities 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 Bureau of Land Management since 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.

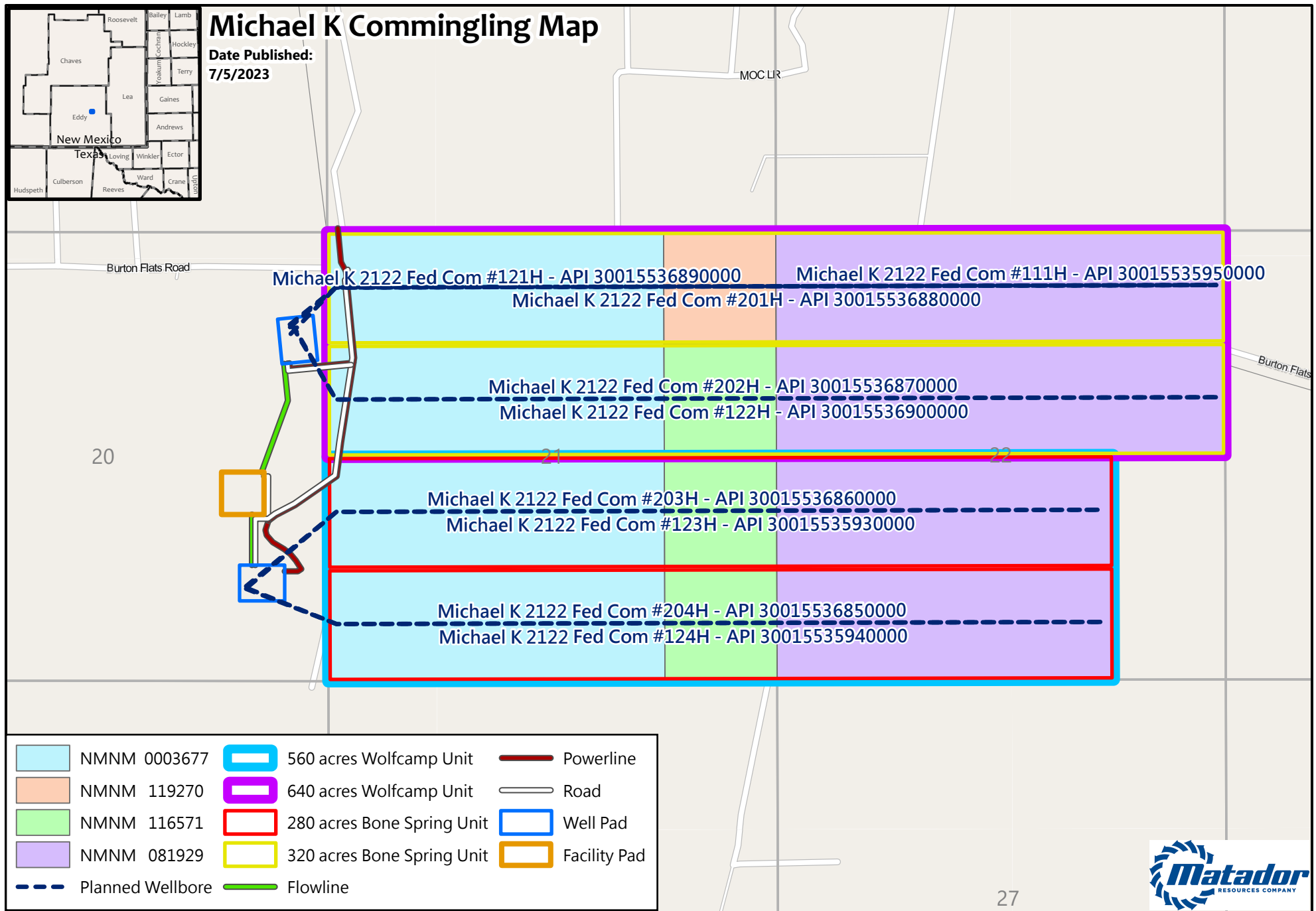


Paula M. Vance
Associate
Phone (505) 988-4421
Fax (505) 819-5579
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Sincerely,

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

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



Map Prepared by: amercio.gamarral
Date: July 5, 2023

EXHIBIT

1

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Matador Production Company
OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. _____
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

(A) POOL COMMINGLING
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
[27470] GETTY; BONE SPRING	44.81°	46.69° oil 1403 BTU/CF	\$69.26/bbl oil Deemed 40°/Sweet (Mar '23 realized price) \$2.40/mcf (Mar '23 realized price)	5750 bopd
[27470] GETTY; BONE SPRING	1434 BTU/CF			6000 mcf
[73480] BURTON FLAT; WOLFCAMP, EAST (GAS)	49.39°			4000 bopd
[73480] BURTON FLAT; WOLFCAMP, EAST (GAS)	1387 BTU/CF			12000 mcf

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

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

- (1) Pool Name and Code
(2) Is all production from same source of supply? ☐ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No
(4) Measurement type: ☐ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attach sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☐ No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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


SIGNATURE:  TITLE: Staff Facilities Engineer DATE: 4/17/2023
TYPE OR PRINT NAME Kenneth Dodson TELEPHONE NO.: (972) 371-5489
E-MAIL ADDRESS: kdodson@matadorresources.com

EXHIBIT
2

Matador Production Company

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

Voice 972.371.5489 • Fax 972.371.5201

kdodson@matadorresources.com

Kenneth Dodson
Staff Facilities Engineer

April 17, 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 (pool and lease) gas and oil production from the spacing units comprised of Section 21 and the N/2, SW/4 and W/2 SE/4 of Section 22, Township 20 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 nine (9) 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.

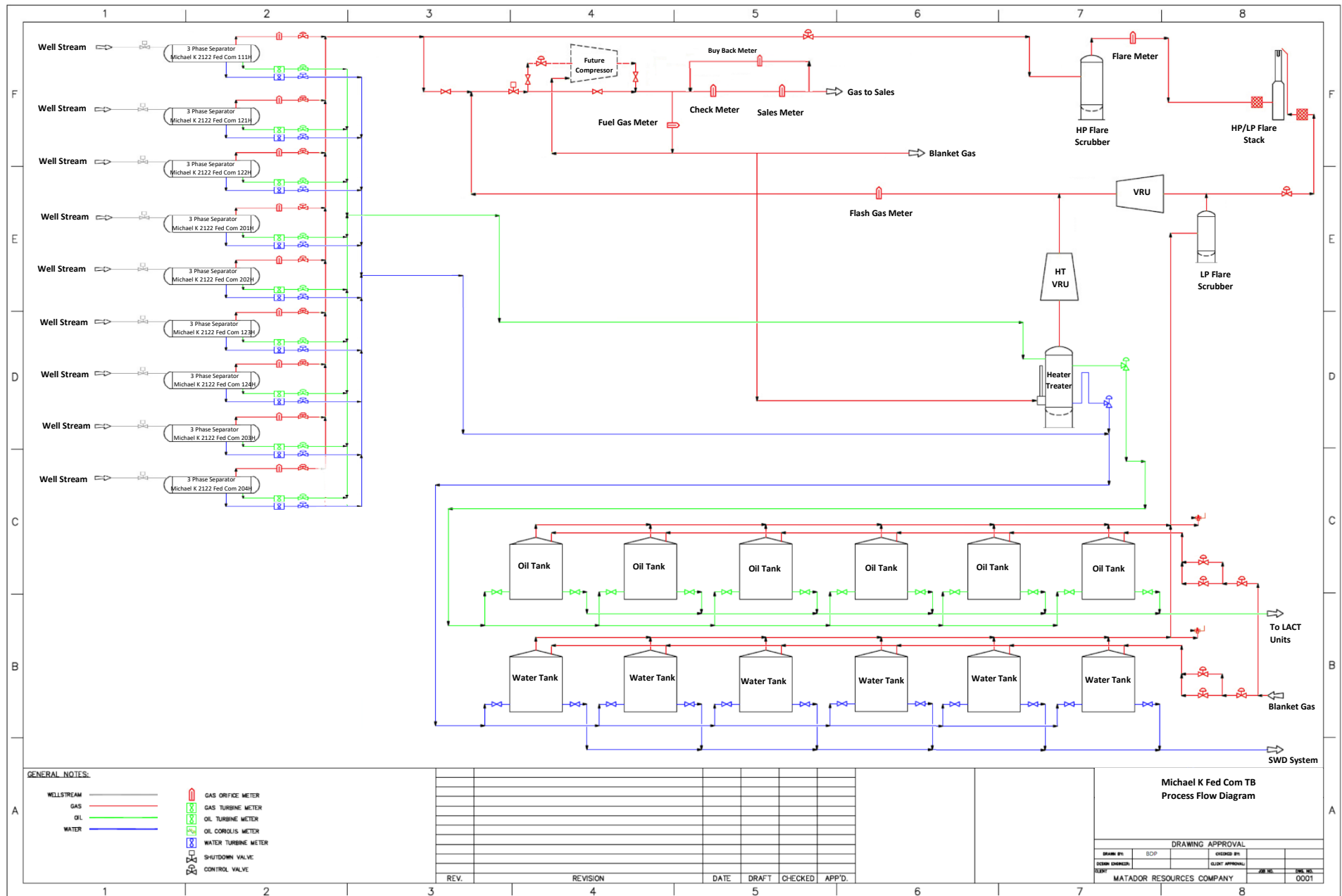
In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'Ken Dodson', written over a horizontal line.

Kenneth Dodson
Staff Facilities 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

*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

EXHIBIT
B

Certified: FESCO, Ltd. - Alice, Texas

Conan Pierce 361-661-7015

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>	<u>0.012</u>	<u>0.114</u>
Totals	100.000	7.847	100.000

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

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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53595	² Pool Code 27470	³ Pool Name Getty: Bone Spring 27470
⁴ Property Code 228937 333857	⁵ Property Name MICHAEL K 2122 FED COM	⁶ Well Number 111H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3264'

¹⁰Surface Location


UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	20-S	29-E	-	1206'	NORTH	432'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	22	20-S	29-E	-	660'	NORTH	110'	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

¹⁶ FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=575649 Y=569077 LAT.: N 32.5642612 LONG.: W 104.0877856 NAD 1983 X=616829 Y=569139 LAT.: N 32.5643798 LONG.: W 104.0882898	BLM PERF POINT NEW MEXICO EAST NAD 1927 665' FNL & 1321' FEL X=579512 Y=569088 LAT.: N 32.5642652 LONG.: W 104.0752450 NAD 1983 X=620693 Y=569150 LAT.: N 32.5643839 LONG.: W 104.0757489	10	10	11	¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief. 08/23/2022 Date of Survey Signature and Seal of Professional Surveyor  Certificate Number
NAD 27 X=575547.20 Y=569736.97 NAD 83 X=616727.62 Y=569798.49 NAD 27 X=575550.33 Y=568416.20 NAD 83 X=616730.78 Y=568477.70	NAD 27 X=578189.47 Y=569748.40 NAD 83 X=619369.90 Y=569809.94 NAD 27 X=580831.85 Y=569758.56 NAD 83 X=622012.29 Y=569820.13 NAD 27 X=583476.59 Y=569762.12 NAD 83 X=624657.04 Y=569823.71 NAD 27 X=586119.99 Y=569765.96 NAD 83 X=627300.45 Y=569827.57	15	15	14	
SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=575118 Y=568532 LAT.: N 32.5627646 LONG.: W 104.0895110 NAD 1983 X=616299 Y=568593 LAT.: N 32.5628832 LONG.: W 104.0900152	BLM PERF POINT NEW MEXICO EAST NAD 1927 667' FNL X=580833 Y=569092 LAT.: N 32.5642663 LONG.: W 104.0709566 NAD 1983 X=622014 Y=569153 LAT.: N 32.5643850 LONG.: W 104.0714604	22	27	LAST PERFORATION POINT/ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=586011 Y=569106 LAT.: N 32.5642690 LONG.: W 104.0541509 NAD 1983 X=627191 Y=569167 LAT.: N 32.5643880 LONG.: W 104.0546542	

EXHIBIT

3

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
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1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
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1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53689	² Pool Code 27470	³ Pool Name GETTY; BONE SPRING
⁴ Property Code 333857	⁵ Property Name MICHAEL K 2122 FED COM	
⁷ GRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁶ Well Number 121H
		⁹ Elevation 3264'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	20-S	29-E	-	1126'	NORTH	440'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	22	20-S	29-E	-	660'	NORTH	110'	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------


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

¹⁶ FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=575649 Y=569077 LAT.: N 32.5642612 LONG.: W 104.0877856 NAD 1983 X=616829 Y=569139 LAT.: N 32.5643798 LONG.: W 104.0882898		BLM PERF POINT NEW MEXICO EAST NAD 1927 665' FNL & 1321' FEL X=579512 Y=569088 LAT.: N 32.5642652 LONG.: W 104.0752450 NAD 1983 X=620693 Y=569150 LAT.: N 32.5643839 LONG.: W 104.0757489		10	10	11
NAD 27 X=575547.20 Y=569736.97 NAD 83 X=616727.62 Y=569798.49		NAD 27 X=578189.47 Y=569748.40 NAD 83 X=619369.90 Y=569809.94 NAD 27 X=580831.85 Y=569758.56 NAD 83 X=622012.29 Y=569820.13		15	15	14
NAD 27 X=575550.33 Y=568416.20 NAD 83 X=616730.78 Y=568477.70		NAD 27 X=580835.07 Y=568437.33 NAD 83 X=622015.53 Y=568498.87		NAD 27 X=583476.59 Y=569762.12 NAD 83 X=624657.04 Y=569823.71		
SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=575110 Y=568611 LAT.: N 32.5629834 LONG.: W 104.0895366 NAD 1983 X=616291 Y=568673 LAT.: N 32.5631019 LONG.: W 104.0900408		BLM PERF POINT NEW MEXICO EAST NAD 1927 667' FNL X=580833 Y=569092 LAT.: N 32.5642663 LONG.: W 104.0709566 NAD 1983 X=622014 Y=569153 LAT.: N 32.5643850 LONG.: W 104.0714604		22	27	
		LAST PERFORATION POINT/ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=586011 Y=569106 LAT.: N 32.5642690 LONG.: W 104.0541509 NAD 1983 X=627191 Y=569167 LAT.: N 32.5643880 LONG.: W 104.0546542		NAD 27 X=586119.99 Y=569765.96 NAD 83 X=627300.45 Y=569827.57		

¹⁷OPERATOR CERTIFICATION
 I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

 Cory Walk
 Signature _____ Date **11-16-22**
 Printed Name
 cory@permitswest.com
 E-mail Address

¹⁸SURVEYOR CERTIFICATION
 I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.

08/23/2022
 Date of Survey
 Signature and Seal of Professional Surveyor

 Certificate Number

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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53690	² Pool Code 27470	³ Pool Name GETTY; BONE SPRING
⁴ Property Code 333857	⁵ Property Name MICHAEL K 2122 FED COM	⁶ Well Number 122H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3264'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	20-S	29-E	-	1123'	NORTH	410'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	22	20-S	29-E	-	1980'	NORTH	110'	EAST	EDDY

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

¹⁶ FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=575652 Y=567757 LAT.: N 32.5606328 LONG.: W 104.0877853 NAD 1983 X=616832 Y=567819 LAT.: N 32.5607514 LONG.: W 104.0882894	BLM PERF POINT NEW MEXICO EAST NAD 1927 1985' FNL & 1321' FEL X=579516 Y=567768 LAT.: N 32.5606368 LONG.: W 104.0752449 NAD 1983 X=620696 Y=567830 LAT.: N 32.5607555 LONG.: W 104.0757487	10 15	LAST PERFORATION POINT/ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=586013 Y=567786 LAT.: N 32.5606407 LONG.: W 104.0541555 NAD 1983 X=627194 Y=567847 LAT.: N 32.5607596 LONG.: W 104.0546587	10 15	11 14
SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=575140 Y=568614 LAT.: N 32.5629916 LONG.: W 104.0894398 NAD 1983 X=616321 Y=568676 LAT.: N 32.5631101 LONG.: W 104.0899440	BLM PERF POINT NEW MEXICO EAST NAD 1927 1987' FNL X=580837 Y=567772 LAT.: N 32.5606379 LONG.: W 104.0709568 NAD 1983 X=622017 Y=567833 LAT.: N 32.5607567 LONG.: W 104.0714604	22 27			

¹⁷OPERATOR CERTIFICATION

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

Cory Walk 11-16-22

Signature Date

Cory Walk

Printed Name

cory@permitswest.com

E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

08/23/2022

Date of Survey

Signature and Seal of Professional Surveyor

Certificate Number

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Phone: (575) 393-6161 Fax: (575) 393-0720
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Santa Fe, NM 87505

FORM C-102

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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015- 53593	² Pool Code 27470	³ Pool Name GETTY; BONE SPRING
⁴ Property Code 333857	⁵ Property Name MICHAEL K 2122 FED COM	
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁶ Well Number 123H
		⁹ Elevation 3260'

¹⁰Surface Location

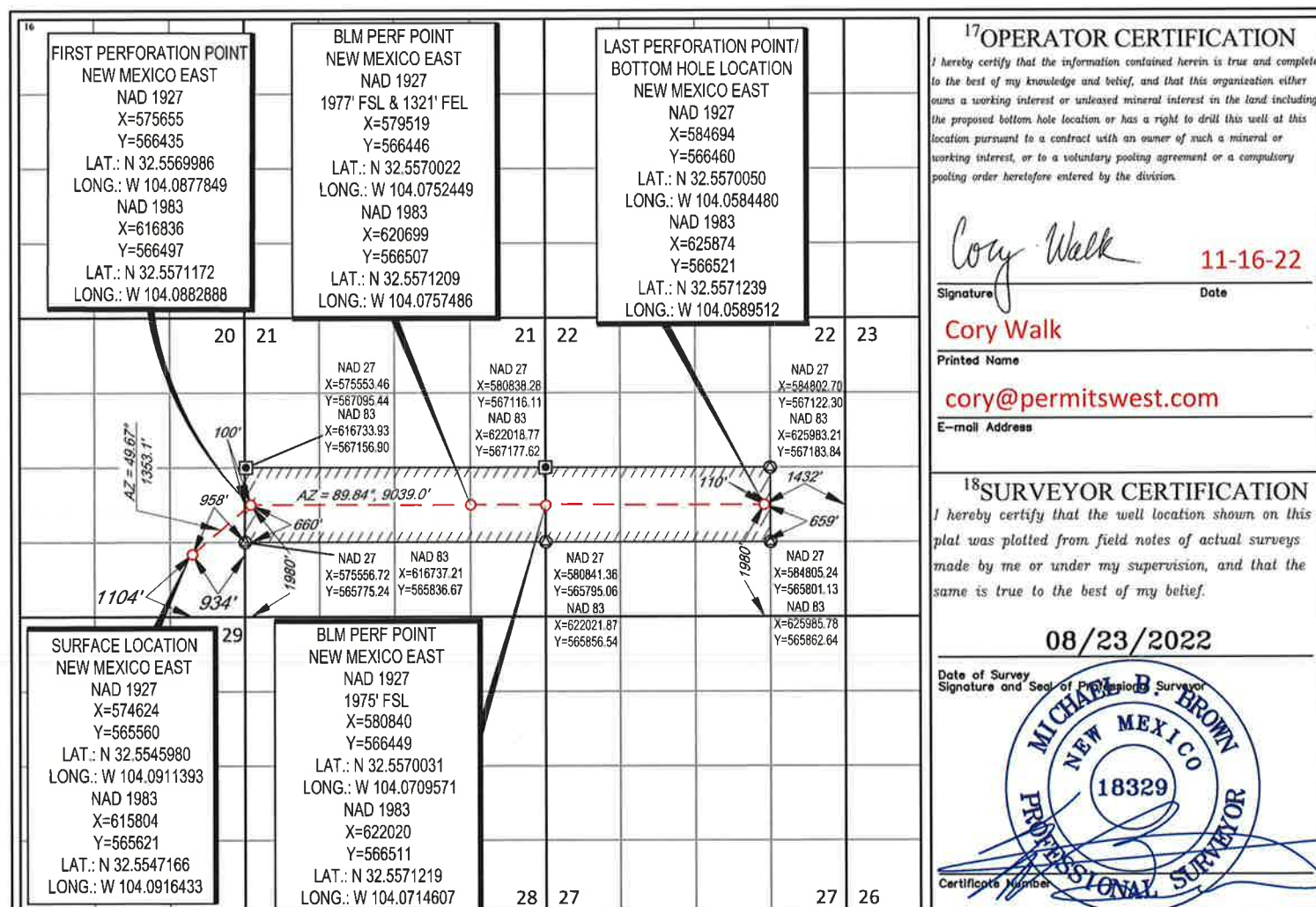
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	20	20-S	29-E	-	1104'	SOUTH	934'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	22	20-S	29-E	-	1980'	SOUTH	1432'	EAST	EDDY

¹² Dedicated Acres 280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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



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State of New Mexico
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OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

FORM C-102

Revised August 1, 2011

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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015- 53594	² Pool Code 27470	³ Pool Name GETTY; BONE SPRING
⁴ Property Code 333857	⁵ Property Name MICHAEL K 2122 FED COM	
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁶ Well Number 124H
		⁹ Elevation 3261'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	20	20-S	29-E	-	1074'	SOUTH	934'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	22	20-S	29-E	-	660'	SOUTH	1432'	EAST	EDDY

¹² Dedicated Acres 280	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

¹⁶ FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=575658 Y=565115 LAT.: N 32.5533702 LONG.: W 104.0877842 NAD 1983 X=616839 Y=565177 LAT.: N 32.5534889 LONG.: W 104.0882880	BLM PERF POINT NEW MEXICO EAST 657' FSL & 1321' FEL NAD 1927 X=579522 Y=565126 LAT.: N 32.5533738 LONG.: W 104.0752450 NAD 1983 X=620702 Y=565187 LAT.: N 32.5534926 LONG.: W 104.0757486	LAST PERFORATION POINT/ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=584697 Y=565140 LAT.: N 32.5533766 LONG.: W 104.0584509 NAD 1983 X=625877 Y=565201 LAT.: N 32.5534956 LONG.: W 104.0589539		
SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=574624 Y=565530 LAT.: N 32.5545155 LONG.: W 104.0911393 NAD 1983 X=615804 Y=565591 LAT.: N 32.5546341 LONG.: W 104.0916433	BLM PERF POINT NEW MEXICO EAST 657' FSL <table border="1"> <tr> <td>NAD 1927 X=580843 Y=565129 LAT.: N 32.5533747 LONG.: W 104.0709577</td> <td>NAD 1983 X=622023 Y=565191 LAT.: N 32.5534936 LONG.: W 104.0714611</td> </tr> </table>		NAD 1927 X=580843 Y=565129 LAT.: N 32.5533747 LONG.: W 104.0709577	NAD 1983 X=622023 Y=565191 LAT.: N 32.5534936 LONG.: W 104.0714611
NAD 1927 X=580843 Y=565129 LAT.: N 32.5533747 LONG.: W 104.0709577	NAD 1983 X=622023 Y=565191 LAT.: N 32.5534936 LONG.: W 104.0714611			

Diagram showing well location and acreage dedication plat with coordinates and bearings. Key features include: 1074' distance from surface to first perforation point, 934' distance from surface to last perforation point, 660' distance from surface to bottom hole location, and 1432' distance from surface to bottom hole location. Bearings include AZ = 111.82°, 1114.6°, 89.84°, 9038.2°, 110°, and 1432'.

NAD 27 X=575556.72 Y=565775.24 NAD 83 X=616737.21 Y=565836.67	NAD 27 X=580841.36 Y=565795.06 NAD 83 X=622021.87 Y=565856.54	NAD 27 X=584805.24 Y=565801.13 NAD 83 X=625985.78 Y=565962.64
NAD 27 X=575559.98 Y=564455.03 NAD 83 X=616740.50 Y=564516.44	NAD 27 X=578202.50 Y=564464.64 NAD 83 X=619383.03 Y=564526.07	NAD 27 X=580844.44 Y=564474.02 NAD 83 X=622024.98 Y=564535.47
NAD 27 X=583486.02 Y=564478.28 NAD 83 X=624666.58 Y=564539.76	NAD 27 X=584807.78 Y=564479.96 NAD 83 X=625988.35 Y=564541.44	

¹⁷OPERATOR CERTIFICATION

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

Cory Walk
Signature

11-16-22

Date

Cory Walk

Printed Name

cory@permitswest.com

E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

08/23/2022

Date of Survey
Signature and Seal of Professional Surveyor

MICHAEL B. BROWN
NEW MEXICO
18329
PROFESSIONAL SURVEYOR
Certificate Number

District I
1625 N French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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FORM C-102
Revised August 1, 2011
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53688		² Pool Code 73480	³ Pool Name Burton Flat; Wolfcamp, East (Gas)
⁴ Property Code 333857	⁵ Property Name MICHAEL K 2122 FED COM		⁶ Well Number 201H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3264'

¹⁰Surface Location

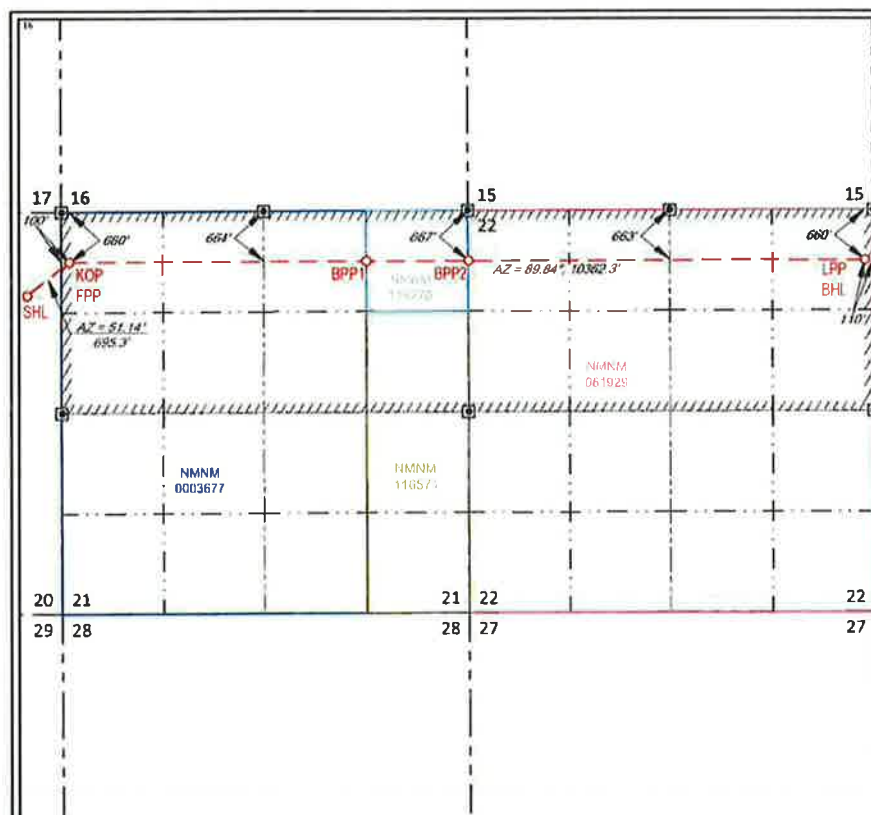
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	20-S	29-E	-	1096'	NORTH	443'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	22	20-S	29-E	-	660'	NORTH	110'	EAST	EDDY

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
640			

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.



¹⁷OPERATOR
CERTIFICATION

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

Angel M. Baeza 6/10/23
Signature Date

Hawke Holasek
Printed Name

Hawke Holasek @matadorresources.com
E-mail Address

¹⁸SURVEYOR
CERTIFICATION

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

08/23/2022

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number

NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL)

1096' FNL - SEC. 20
443' FEL - SEC. 20
X=616288 Y=568703
LAT.: N 32.5631841
LONG.: W 104.0900506

BLM PERF. POINT (BPP2)

667' FNL - SEC. 21
0' FEL - SEC. 21
X=622014 Y=569153
LAT.: N 32.5643850
LONG.: W 104.0714604

KICK OFF POINT (KOP)
FIRST PERF. POINT (FPP)

660' FNL - SEC. 21
100' FWL - SEC. 21
X=616829 Y=569139
LAT.: N 32.5643798
LONG.: W 104.0882898

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)

660' FNL - SEC. 22
110' FEL - SEC. 22
X=627191 Y=569167
LAT.: N 32.5643880
LONG.: W 104.0546542

BLM PERF. POINT (BPP1)

665' FNL - SEC. 21
1321' FEL - SEC. 21
X=620693 Y=569150
LAT.: N 32.5643839
LONG.: W 104.0757489

SURFACE LOCATION (SHL)

X=575102 Y=568641
LAT.: N 32.5630558
LONG.: W 104.0894904

BLM PERF. POINT (BPP1)

X=578512 Y=569088
LAT.: N 32.5642552
LONG.: W 104.0732450

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)

X=586011 Y=689106
LAT.: N 32.5642690
LONG.: W 104.0541509

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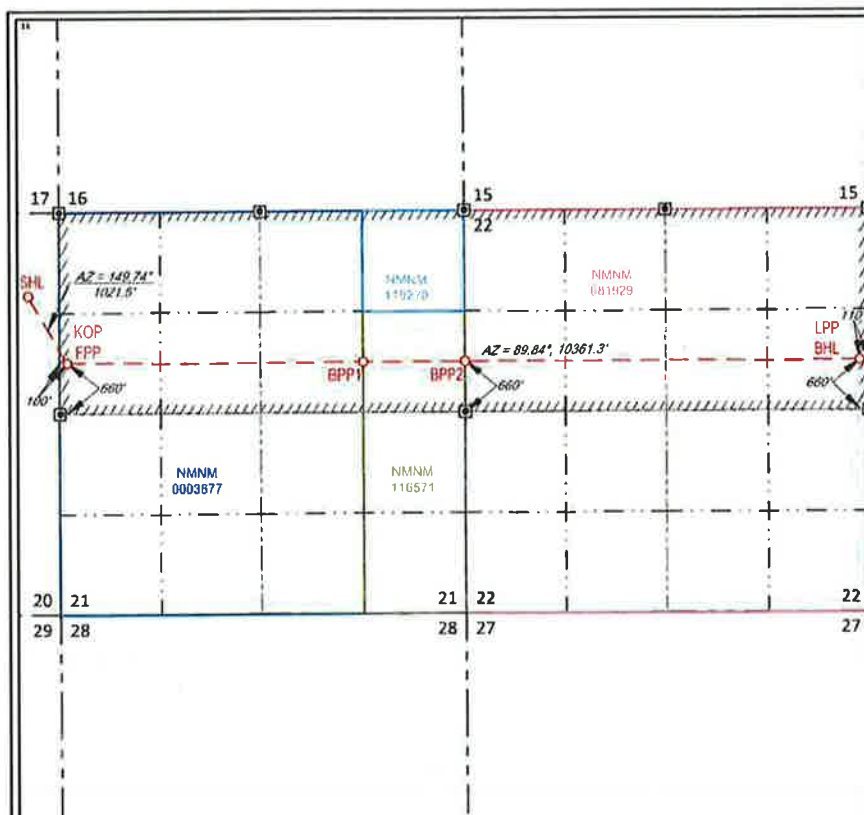
FORM C-102
Revised August 1, 2011
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53687		² Pool Code 73480		³ Pool Name Burton Flat; Wolfcamp, East (Gas)	
⁴ Property Code 333857		⁵ Property Name MICHAEL K 2122 FED COM		⁶ Well Number 202H	
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3264'	
¹⁰ Surface Location					
UL or lot no. A	Section 20	Township 20-S	Range 29-E	Lot Idn -	Feet from the 1093'
			North/South line NORTH	Feet from the 413'	East/West line EAST
			County EDDY		
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. H	Section 22	Township 20-S	Range 29-E	Lot Idn -	Feet from the 1976'
			North/South line NORTH	Feet from the 110'	East/West line EAST
			County EDDY		
¹² Dedicated Acres 640		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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¹⁷OPERATOR
CERTIFICATION

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Hawks Holder 3/30/23
Signature Date

HAWKS HOLDER
Printed Name

HAWKS.HOLDER@MATADORRESOURCES.COM
E-mail Address

¹⁸SURVEYOR
CERTIFICATION

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

08/23/2022

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number

NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL)

1093' FNL - SEC. 20
413' FEL - SEC. 20
X=616318 Y=568706
LAT.: N 32.5631922
LONG.: W 104.0899537

KICK OFF POINT (KOP)
FIRST PERF. POINT (FPP)

1976' FNL - SEC. 21
100' FWL - SEC. 21
X=616832 Y=567823
LAT.: N 32.5607636
LONG.: W 104.0882894

BLM PERF. POINT (BPP1)

1981' FNL - SEC. 21
1321' FEL - SEC. 21
X=620696 Y=567834
LAT.: N 32.5607677
LONG.: W 104.0757487

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)

1983' FNL - SEC. 21
0' FEL - SEC. 21
X=622017 Y=567838
LAT.: N 32.5607688
LONG.: W 104.0714604

1976' FNL - SEC. 22
110' FEL - SEC. 22
X=627194 Y=567852
LAT.: N 32.5607718
LONG.: W 104.0546587

SURFACE LOCATION (SHL)

X=575137 Y=568544
LAT.: N 32.5630730
LONG.: W 104.0894499

BLM PERF. POINT (BPP1)

X=576018 Y=567772
LAT.: N 32.5606480
LONG.: W 104.0752449

LAST PERF. POINT (LPP)

X=585013 Y=567790
LAT.: N 32.5606828
LONG.: W 104.0541555

BOTTOM HOLE LOCATION (BHL)

X=585013 Y=567790
LAT.: N 32.5606828
LONG.: W 104.0541555

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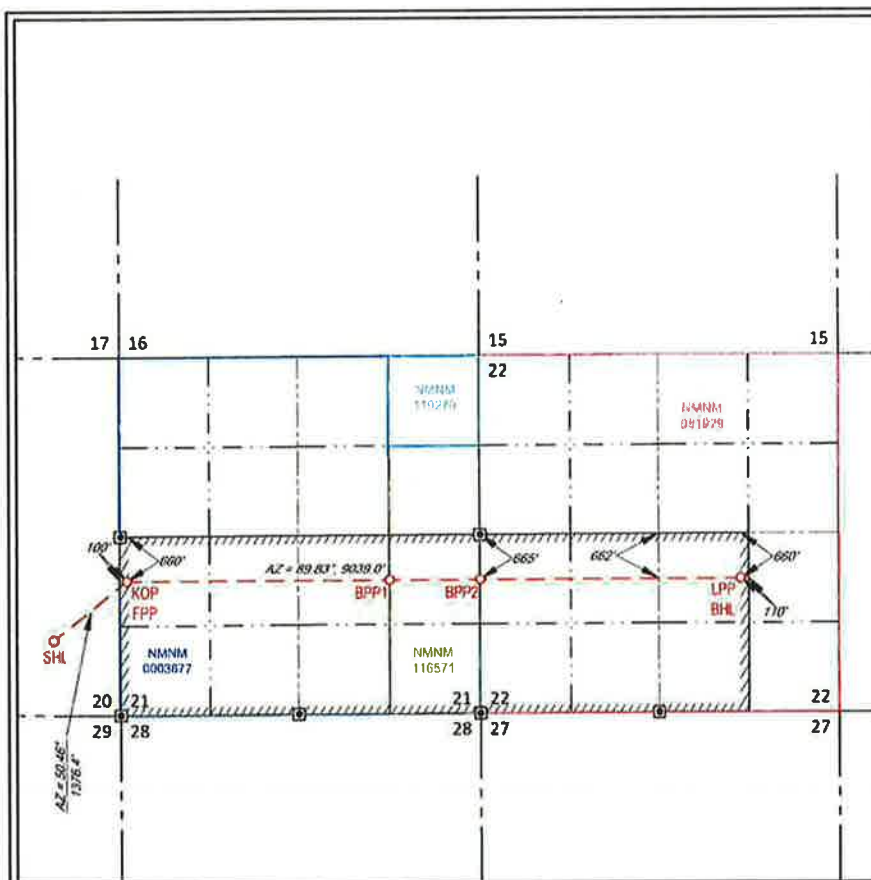
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53686		² Pool Code 73480		³ Pool Name Burton Flat; Wolfcamp, East (Gas)	
⁴ Property Code 333857		⁵ Property Name MICHAEL K 2122 FED COM		⁶ Well Number 203H	
⁷ GRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3260'	
¹⁰ Surface Location					
UL or lot no. P	Section 20	Township 20-S	Range 29-E	Lot Idn -	Feet from the 1104'
					North/South line SOUTH
					Feet from the 964'
					East/West line EAST
					County EDDY
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. J	Section 22	Township 20-S	Range 29-E	Lot Idn -	Feet from the 1982'
					North/South line SOUTH
					Feet from the 1431'
					East/West line EAST
					County EDDY
¹² Dedicated Acres 560		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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



NEW MEXICO EAST
NAD 1983

SURFACE LOCATION (SHL)

1104' FSL - SEC. 20
964' FEL - SEC. 20
X=615774 Y=565621
LAT.: N 32.5547169
LONG.: W 104.0917406

BLM PERF. POINT (BPP2)

1977' FSL - SEC. 21
0' FEL - SEC. 21
X=622020 Y=566512
LAT.: N 32.5571262
LONG.: W 104.0714607

KICK OFF POINT (KOP)

FIRST PERF. POINT (FPP)

1980' FSL - SEC. 21
100' FWL - SEC. 21
X=616836 Y=566497
LAT.: N 32.5571186
LONG.: W 104.0882888

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)

1982' FSL - SEC. 22
1431' FEL - SEC. 22
X=625874 Y=566524
LAT.: N 32.5571304
LONG.: W 104.0589512

BLM PERF. POINT (BPP1)

1978' FSL - SEC. 21
1321' FEL - SEC. 21
X=620699 Y=566509
LAT.: N 32.5571245
LONG.: W 104.0757486

¹⁷OPERATOR
CERTIFICATION

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

Hawks Holder 3/30/23
Signature Date

HAWKS HOLDER
Printed Name

HAWKS.HOLDER@MATADORPRODUCTION.COM
E-mail Address

¹⁸SURVEYOR
CERTIFICATION

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

08/23/2022

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number

NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL)
X=574394 Y=565580
LAT.: N 32.5540803
LONG.: W 104.0912306

BLM PERF. POINT (BPP)
X=578519 Y=566446
LAT.: N 32.5570622
LONG.: W 104.072449

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)
X=564694 Y=566462
LAT.: N 32.5570115
LONG.: W 104.0584860

KICK OFF POINT (KOP)
FIRST PERF. POINT (FPP)
X=575655 Y=566416
LAT.: N 32.5609999
LONG.: W 104.0877819

BLM PERF. POINT (BPP)
X=580040 Y=566448
LAT.: N 32.5570031
LONG.: W 104.0700371

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

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

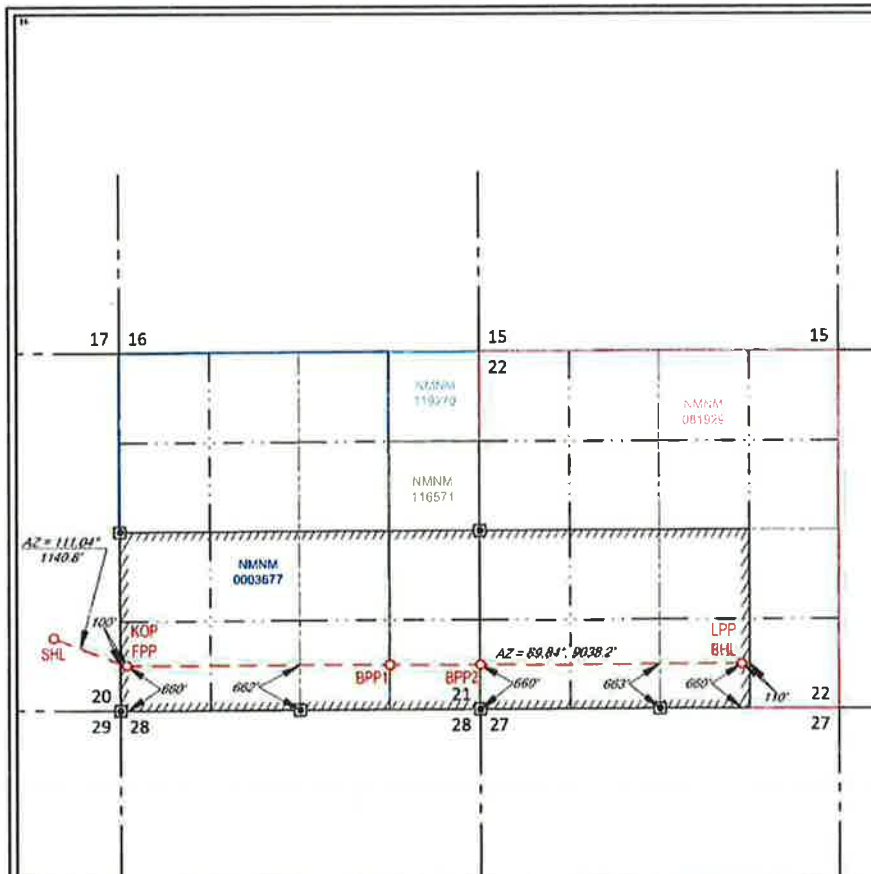
FORM C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53685		² Pool Code 73480		³ Pool Name Burton Flat; Wolfcamp, East (6a)	
⁴ Property Code 333857		⁵ Property Name MICHAEL K 2122 FED COM		⁶ Well Number 204H	
⁷ GRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3280'	
¹⁰ Surface Location					
UL or lot no. P	Section 20	Township 20-S	Range 29-E	Lot Idn -	Feet from the 1074'
			North/South line SOUTH	Feet from the 964'	East/West line EAST
			County EDDY		
¹¹ Bottom Hole Location (if Different From Surface)					
UL or lot no. O	Section 22	Township 20-S	Range 29-E	Lot Idn -	Feet from the 665'
			North/South line SOUTH	Feet from the 1432'	East/West line EAST
			County EDDY		
¹² Dedicated Acres 560		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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



NEW MEXICO EAST
NAD 1983

SURFACE LOCATION (SHL)

1074' FSL - SEC. 20
964' FEL - SEC. 20
X=615774 Y=565591
LAT.: N 32.5546342
LONG.: W 104.0817407

KICK OFF POINT (KOP)
FIRST PERF. POINT (FPP)

665' FSL - SEC. 21
100' FWL - SEC. 21
X=616839 Y=565181
LAT.: N 32.5535015
LONG.: W 104.0882880

BLM PERF. POINT (BPP1)

661' FSL - SEC. 21
1321' FEL - SEC. 21
X=620702 Y=565192
LAT.: N 32.5535053
LONG.: W 104.0757486

LAST PERF. POINT (LPP)
BOTTOM HOLE LOCATION (BHL)

660' FSL - SEC. 21
0' FEL - SEC. 21
X=622023 Y=565195
LAT.: N 32.5535063
LONG.: W 104.0714611

665' FSL - SEC. 22
1432' FEL - SEC. 22
X=625877 Y=565206
LAT.: N 32.5535083
LONG.: W 104.0589539

¹⁷OPERATOR
CERTIFICATION

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

[Signature] 3/30/23
Signature Date

HAWKS HOLDER
Printed Name

HAWKS.HOLDER@MATADORRESOURCES.COM
E-mail Address

¹⁸SURVEYOR
CERTIFICATION

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

08/23/2022

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number

NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL)
X=574504 Y=565503
LAT.: N 32.5545188
LONG.: W 104.0112587

KICK OFF POINT (KOP)
X=578650 Y=565120
LAT.: N 32.5538223
LONG.: W 104.0817843

BLM PERF. POINT (BPP1)
X=578522 Y=565130
LAT.: N 32.5533865
LONG.: W 104.0762450

BLM PERF. POINT (BPP2)
X=580843 Y=565134
LAT.: N 32.5533864
LONG.: W 104.0755777

LAST PERF. POINT (LPP)
X=584897 Y=565144
LAT.: N 32.5533883
LONG.: W 104.0584508

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

N2N2 Sections 21 & 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **320** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the **oil and gas** hereafter referred to as "communitized substances," producible from such formation.

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

EXHIBIT

4

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Craig N. Adams Executive Vice President
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING
INTEREST**

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **320.00** acres in **N2N2 Sections 21 & 22, Township 20S,
Range 29E, Eddy County, New Mexico.**

Michael K 2122 Fed Com #111H & #121H

<u>Tract 1</u> NMNM-0003677 120 Acres	<u>Tract 2</u> NMNM- 119270 40 Acres	<u>Tract 3</u> NMNM-081929 160 Acres
Section 21		Section 22

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the N2N2 of sections 21 and 22 of Township 20 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:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: N2NW4, NW4NE4
Number of Acres:	120 Acres
Current Lessee of Record:	COG Operating LLC Sharbro Energy, LLC Yates Industries LLC Concho Oil and Gas LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC Yates Energy Corp Santo Legado, LLC Highland (Texas) Energy Company EOG Resources, Inc Locke Funds II, LP D'Arcy Petroleum, LLC Vladin, LLC John A. Yates aka John A. Yates Sr. T.I.G. Properties, LLC Pamela J. Burke, trustee of the P.I.P. 1990 Trust Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust Pamela J. Burke, trustee of the Siegfried James Iverson III Revocable Living Trust Lida Rose James Gary Welch Marian Welch Pendegrass Robert Welch Gillespie Erin L. Cofrin Revocable Trust Estate of Van P. Welch, Jr. Julia Terri Welch Michael Irwin Welch Ellen Marion Skylark Bryan W. Welch Becky Welch Kitto Cooper Stacy Welch Green Show Goat Capital, LP Vance Malcolm Haldeman

Cynthia Phillips

Overriding Royalty Interest Owners:

Paul E. Siegel, Successor Fiduciary
Michael S. Richardson
COG Operating LLC
Highland (Texas) Energy Company
Rita Lea Bonifield Spencer
Morna Ruth Bonifield Canon
Carolyn Sue Bonifield Canon
Hunt Oil Company
Santo Royalty Company LLC
EOG Resources, Inc
PetroYates, Inc.
Braille Institute of America, Inc.
McQuiddy Communications & Energy, Inc.
Bank of America, N.A., Trustee of the Selma E.
Andrews Perpetual Charitable Trust
D'Arcy Petroleum, LLC
Yates Energy Royalty Interests LLC
Marshall & Winston, Inc.
Samuel H. Marshall, Jr. and William S. Marshall,
Trustees u/w/o Samuel Marshall, deceased
Mary Lynn Forehand
Charlotte Forehand Albright
Mark Pate and Elizabeth A. Pate, as joint tenants
Paul Pate
Monty D. McLane and wife, Karen R. McLane
Alan Jochimsen
States Royalty Limited Partnership
Rolla R. Hinkle, III
Penasco Petroleum LLC
Randy Mike Whelan
Paula Su Whelan
Kelley Whelan
Mel Whelan
Tracy Morand
Robin Williams
Locke Funds II, LP
Locke, LLC
Bank of America, N.A., Trustee of the Selma E.
Andrews Trust f/b/o Peggy Barrett
Katherine Coe Fodell
Concho Oil & Gas LLC
Mountain Lion Oil & Gas, LLC
Anne Marie Burdick
Lisa Diane Coe
LML, LLC
John T. Hinkle and Linda J. Hinkle, Trustees of
the Hinkle Living Trust dated January 9, 1996
Laura Crumbaugh and Cheryl Ann Harrison, Co-
Trustees of the Bettianne H. Bowen Living Trust
Diamond Lil Properties, LLC
Spirit Trail, LLC
Catherine Coll, trustee of the Testamentary Trust
created by Article IV of the Will of Max W. Coll,
II, deceased

Charles E. Hinkle
Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E.
Hinkle, deceased
Eric J. Coll
Clarke C. Coll
Lynn S. Allensworth
Marsha S. Melton
William Joe Snipes
Caleb Taylor
Max W. Coll, III
John F. Coll
Melanie Coll DeTemple

Tract No. 2

Lease Serial Number: NMNM 119270
Description of Land Committed: Township 20 South, Range 29 East,
Section 21: NE4NE4
Number of Acres: 40 Acres
Current Lessee of Record: COG Operating LLC
Concho Oil & Gas LLC
Name of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Overriding Royalty Interest Owners: Nestegg Energy Corporation

Tract No. 3

Lease Serial Number: NMNM 081929
Description of Land Committed: Township 20 South, Range 29 East,
Section 22: N2N2
Number of Acres: 160 Acres
Current Lessee of Record: EOG Resources, Inc.
OXY Y-1 Company
David Petroleum Corporation
K & C Production Company, Inc.
Permian Exploration Corporation
Name of Working Interest Owners: MRC Permian Company
EOG Resources, Inc.
Oxy Y-1 Company
Overriding Royalty Interest Owners: David Petroleum Corp.
Chalcam Exploraton, LLC
Thomas R. Nickoloff

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120.00	37.50
2	40.00	12.50
3	160.00	50.00
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

S2N2 Sections 21 & 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **320** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the **oil and gas** hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Craig N. Adams Executive Vice President

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Craig N. Adams Executive Vice President
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING
INTEREST**

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **320.00** acres in **S2N2 Sections 21 & 22, Township 20S,
Range 29E, Eddy County, New Mexico.**

Michael K 2122 Fed Com #112H & #122H

<u>Tract 1</u> NMNM-0003677 120 Acres	<u>Tract 2</u> NMNM-116571 40 Acres	<u>Tract 3</u> NMNM-081929 160 Acres
Section 21		Section 22

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the S2N2 of sections 21 and 22 of Township 20 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:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: S2NW4, SW4NE4
Number of Acres:	120 Acres
Current Lessee of Record:	COG Operating LLC Sharbro Energy, LLC Yates Industries LLC Concho Oil and Gas LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC Yates Energy Corp Santo Legado, LLC Highland (Texas) Energy Company EOG Resources Locke Funds II, LP D'Arcy Petroleum, LLC Vladin, LLC John A. Yates aka John A. Yates Sr. T.I.G. Properties, LLC Pamela J. Burke, trustee of the P.I.P. 1990 Trust Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust Pamela J. Burke, trustee of the Siegfried James Iverson III Revocable Living Trust Lida Rose James Gary Welch Marian Welch Pendegrass Robert Welch Gillespie Erin L. Cofrin Revocable Trust Estate of Van P. Welch, Jr. Julia Terri Welch Michael Irwin Welch Ellen Marion Skylark Bryan W. Welch Becky Welch Kitto Cooper Stacy Welch Green Show Goat Capital, LP Vance Malcolm Haldeman

Cynthia Phillips

Overriding Royalty Interest Owners:

Paul E. Siegel, Successor Fiduciary
Michael S. Richardson
COG Operating LLC
Highland (Texas) Energy Company
Rita Lea Bonifield Spencer
Morna Ruth Bonifield Canon
Carolyn Sue Bonifield Canon
Hunt Oil Company
Santo Royalty Company LLC
EOG Resources, Inc
PetroYates, Inc.
Braille Institute of America, Inc.
McQuiddy Communications & Energy, Inc.
Bank of America, N.A., Trustee of the Selma E.
Andrews Perpetual Charitable Trust
D'Arcy Petroleum, LLC
Yates Energy Royalty Interests LLC
Marshall & Winston, Inc.
Samuel H. Marshall, Jr. and William S. Marshall,
Trustees u/w/o Samuel Marshall, deceased
Mary Lynn Forehand
Charlotte Forehand Albright
Mark Pate and Elizabeth A. Pate, as joint tenants
Paul Pate
Monty D. McLane and wife, Karen R. McLane
Alan Jochimsen
States Royalty Limited Partnership
Rolla R. Hinkle, III
Penasco Petroleum LLC
Randy Mike Whelan
Paula Su Whelan
Kelley Whelan
Mel Whelan
Tracy Morand
Robin Williams
Locke Funds II, LP
Locke, LLC
Bank of America, N.A., Trustee of the Selma E.
Andrews Trust f/b/o Peggy Barrett
Katherine Coe Fodell
Concho Oil & Gas LLC
Mountain Lion Oil & Gas, LLC
Anne Marie Burdick
Lisa Diane Coe
LML, LLC
John T. Hinkle and Linda J. Hinkle, Trustees of
the Hinkle Living Trust dated January 9, 1996
Laura Crumbaugh and Cheryl Ann Harrison, Co-
Trustees of the Bettianne H. Bowen Living Trust
Diamond Lil Properties, LLC
Spirit Trail, LLC
Catherine Coll, trustee of the Testamentary Trust
created by Article IV of the Will of Max W. Coll,
II, deceased

Charles E. Hinkle
Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E.
Hinkle, deceased
Eric J. Coll
Clarke C. Coll
Lynn S. Allensworth
Marsha S. Melton
William Joe Snipes
Caleb Taylor
Max W. Coll, III
John F. Coll
Melanie Coll DeTemple

Tract No. 2

Lease Serial Number:	NMNM 116571
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: SE4NE4
Number of Acres:	40 Acres
Current Lessee of Record:	Marathon Oil Permian LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC MRC Spiral Resources, LLC MRC Exploration Resources, LLC
Overriding Royalty Interest Owners:	Marathon Oil Permian LLC Liberty Energy LLC Quientesa Royalty LP Michael D. Hayes and Kathryn A. Hayes, Co- Trustees of the Hayes Revocable Trust KMF Land LLC Crown Oil Partners, LP Good News Minerals LLC Post Oak Crown IV, LLC Post Oak Crown IV-B, LLC Collins & Jones Investments, LLC Mavros Minerals II, LLC LMC Energy, LLC Gerard G. Vavrek Jesse A. Faught, JR. H. Jason Wacker Oak Valley Mineral and Land, Lp David W. Cromwell Mike Moylett Kaleb Smith Deane Durham

Tract No. 3

Lease Serial Number: NMNM 081929

Description of Land Committed: Township 20 South, Range 29 East,
Section 22: S2N2

Number of Acres: 160 Acres

Current Lessee of Record: EOG Resources, Inc.
OXY Y-1 Company
David Petroleum Corporation
K & C Production Company, Inc.
Permian Exploration Corporation

Name of Working Interest Owners: MRC Permian Company
EOG Resources, Inc.
Oxy Y-1 Company

Overriding Royalty Interest Owners: David Petroleum Corp.
Chalcam Exploraton, LLC
Thomas R. Nickoloff

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120.00	37.50
2	40.00	12.50
3	160.00	50.00
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

N2S2 Section 21 & N2SW4, NW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **280** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the **oil and gas** hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Craig N. Adams Executive Vice President
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING
INTEREST**

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **280.00** acres in **N2S2 Section 21 & N2SW4, NW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.**

Michael K 2122 Fed Com #113H & #123H

Section 21		Section 22	
<u>Tract 1</u> NMNM-0003677 120 Acres	<u>Tract 2</u> NMNM-116571 40 Acres	<u>Tract 3</u> NMNM-081929 120 Acres	

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the N2S2 Section 21 & N2SW4, NW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: N2SW4, NW4SE4
Number of Acres:	120 Acres
Current Lessee of Record:	COG Operating LLC Sharbro Energy, LLC Yates Industries LLC Concho Oil and Gas LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC Yates Energy Corp Santo Legado, LLC Highland (Texas) Energy Company EOG Resources Locke Funds II, LP D'Arcy Petroleum, LLC Vladin, LLC John A. Yates aka John A. Yates Sr. T.I.G. Properties, LLC Pamela J. Burke, trustee of the P.I.P. 1990 Trust Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust Pamela J. Burke, trustee of the Siegfried James Iverson III Revocable Living Trust Lida Rose James Gary Welch Marian Welch Pendegrass Robert Welch Gillespie Erin L. Cofrin Revocable Trust Estate of Van P. Welch, Jr. Julia Terri Welch Michael Irwin Welch Ellen Marion Skylark Bryan W. Welch Becky Welch Kitto Cooper Stacy Welch Green Show Goat Capital, LP

Overriding Royalty Interest Owners:

Vance Malcolm Haldeman
Cynthia Phillips
Paul E. Siegel, Successor Fiduciary
Michael S. Richardson
COG Operating LLC
Highland (Texas) Energy Company
Rita Lea Bonifield Spencer
Morna Ruth Bonifield Canon
Carolyn Sue Bonifield Canon
Hunt Oil Company
Santo Royalty Company LLC
EOG Resources, Inc
PetroYates, Inc.
Braille Institute of America, Inc.
McQuiddy Communications & Energy, Inc.
Bank of America, N.A., Trustee of the Selma E.
Andrews Perpetual Charitable Trust
D'Arcy Petroleum, LLC
Yates Energy Royalty Interests LLC
Marshall & Winston, Inc.
Samuel H. Marshall, Jr. and William S. Marshall,
Trustees u/w/o Samuel Marshall, deceased
Mary Lynn Forehand
Charlotte Forehand Albright
Mark Pate and Elizabeth A. Pate, as joint tenants
Paul Pate
Monty D. McLane and wife, Karen R. McLane
Alan Jochimsen
States Royalty Limited Partnership
Rolla R. Hinkle, III
Penasco Petroleum LLC
Randy Mike Whelan
Paula Su Whelan
Kelley Whelan
Mel Whelan
Tracy Morand
Robin Williams
Locke Funds II, LP
Locke, LLC
Bank of America, N.A., Trustee of the Selma E.
Andrews Trust f/b/o Peggy Barrett
Katherine Coe Fodell
Concho Oil & Gas LLC
Mountain Lion Oil & Gas, LLC
Anne Marie Burdick
Lisa Diane Coe
LML, LLC
John T. Hinkle and Linda J. Hinkle, Trustees of
the Hinkle Living Trust dated January 9, 1996
Laura Crumbaugh and Cheryl Ann Harrison, Co-
Trustees of the Bettianne H. Bowen Living Trust
Diamond Lil Properties, LLC
Spirit Trail, LLC
Catherine Coll, trustee of the Testamentary Trust
created by Article IV of the Will of Max W. Coll,
II, deceased

Charles E. Hinkle
Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E.
Hinkle, deceased
Eric J. Coll
Clarke C. Coll
Lynn S. Allensworth
Marsha S. Melton
William Joe Snipes
Caleb Taylor
Max W. Coll, III
John F. Coll
Melanie Coll DeTemple

Tract No. 2

Lease Serial Number:	NMNM 116571
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: NE4SE4
Number of Acres:	40 Acres
Current Lessee of Record:	Marathon Oil Permian LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC MRC Spiral Resources, LLC MRC Exploration Resources, LLC
Overriding Royalty Interest Owners:	Marathon Oil Permian LLC Liberty Energy LLC Quientesa Royalty LP Michael D. Hayes and Kathryn A. Hayes, Co- Trustees of the Hayes Revocable Trust KMF Land LLC Crown Oil Partners, LP Good News Minerals LLC Post Oak Crown IV, LLC Post Oak Crown IV-B, LLC Collins & Jones Investments, LLC Mavros Minerals II, LLC LMC Energy, LLC Gerard G. Vavrek Jesse A. Faught, JR. H. Jason Wacker Oak Valley Mineral and Land, Lp David W. Cromwell Mike Moylett Kaleb Smith Deane Durham

Tract No. 3

Lease Serial Number: NMNM 081929

Description of Land Committed: Township 20 South, Range 29 East,
Section 22: N2SW4, NW4SE4

Number of Acres: 120 Acres

Current Lessee of Record: EOG Resources, Inc.
OXY Y-1 Company
David Petroleum Corporation
K & C Production Company, Inc.
Permian Exploration Corporation

Name of Working Interest Owners: MRC Permian Company
EOG Resources, Inc.
Oxy Y-1 Company

Overriding Royalty Interest Owners: David Petroleum Corp.
Chalcam Exploraton, LLC
Thomas R. Nickoloff

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120.00	42.86
2	40.00	14.28
3	120.00	42.86
Total	280.00	100.00%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

S2S2 Section 21 & S2SW4, SW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **280** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the **oil and gas** hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Craig N. Adams Executive Vice President
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING
INTEREST**

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **280.00** acres in **S2S2 Section 21 & S2SW4, SW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.**

Michael K 2122 Fed Com #114H & #124H

Section 21		Section 22	
<u>Tract 1</u> NMNM-0003677 120 Acres	<u>Tract 2</u> NMNM-116571 40 Acres	<u>Tract 3</u> NMNM-081929 120 Acres	

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the S2S2 Section 21 & S2SW4, SW4SE4 Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: S2SW4, SW4SE4
Number of Acres:	120 Acres
Current Lessee of Record:	COG Operating LLC Sharbro Energy, LLC Yates Industries LLC Concho Oil and Gas LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC Yates Energy Corp Santo Legado, LLC Highland (Texas) Energy Company EOG Resources Locke Funds II, LP D'Arcy Petroleum, LLC Vladin, LLC John A. Yates aka John A. Yates Sr. T.I.G. Properties, LLC Pamela J. Burke, trustee of the P.I.P. 1990 Trust Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust Pamela J. Burke, trustee of the Siegfried James Iverson III Revocable Living Trust Lida Rose James Gary Welch Marian Welch Pendegrass Robert Welch Gillespie Erin L. Cofrin Roevocable Trust Estate of Van P. Welch, Jr. Julia Terri Welch Michael Irwin Welch Ellen Marion Skylark Bryan W. Welch Becky Welch Kitto Cooper Stacy Welch Green Show Goat Capital, LP Vance Malcolm Haldeman Cynthia Phillips

Overriding Royalty Interest Owners:

Paul E. Siegel, Successor Fiduciary
Michael S. Richardson
COG Operating LLC
Highland (Texas) Energy Company
Rita Lea Bonifield Spencer
Morna Ruth Bonifield Canon
Carolyn Sue Bonifield Canon
Hunt Oil Company
Santo Royalty Company LLC
EOG Resources, Inc
PetroYates, Inc.
Braille Institute of America, Inc.
McQuiddy Communications & Energy, Inc.
Bank of America, N.A., Trustee of the Selma E.
Andrews Perpetual Charitable Trust
D'Arcy Petroleum, LLC
Yates Energy Royalty Interests LLC
Marshall & Winston, Inc.
Samuel H. Marshall, Jr. and William S. Marshall,
Trustees u/w/o Samuel Marshall, deceased
Mary Lynn Forehand
Charlotte Forehand Albright
Mark Pate and Elizabeth A. Pate, as joint tenants
Paul Pate
Monty D. McLane and wife, Karen R. McLane
Alan Jochimsen
States Royalty Limited Partnership
Rolla R. Hinkle, III
Penasco Petroleum LLC
Randy Mike Whelan
Paula Su Whelan
Kelley Whelan
Mel Whelan
Tracy Morand
Robin Williams
Locke Funds II, LP
Locke, LLC
Bank of America, N.A., Trustee of the Selma E.
Andrews Trust f/b/o Peggy Barrett
Katherine Coe Fodell
Concho Oil & Gas LLC
Mountain Lion Oil & Gas, LLC
Anne Marie Burdick
Lisa Diane Coe
LML, LLC
John T. Hinkle and Linda J. Hinkle, Trustees of
the Hinkle Living Trust dated January 9, 1996
Laura Crumbaugh and Cheryl Ann Harrison, Co-
Trustees of the Bettianne H. Bowen Living Trust
Diamond Lil Properties, LLC
Spirit Trail, LLC
Catherine Coll, trustee of the Testamentary Trust
created by Article IV of the Will of Max W. Coll,
II, deceased
Charles E. Hinkle

Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E.
Hinkle, deceased
Eric J. Coll
Clarke C. Coll
Lynn S. Allensworth
Marsha S. Melton
William Joe Snipes
Caleb Taylor
Max W. Coll, III
John F. Coll
Melanie Coll DeTemple

Tract No. 2

Lease Serial Number:	NMNM 116571
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: SE4SE4
Number of Acres:	40 Acres
Current Lessee of Record:	Marathon Oil Permian LLC
Name of Working Interest Owners:	MRC Delaware Resources, LLC MRC Spiral Resources, LLC MRC Exploration Resources, LLC
Overriding Royalty Interest Owners:	Marathon Oil Permian LLC Liberty Energy LLC Quientesa Royalty LP Michael D. Hayes and Kathryn A. Hayes, Co- Trustees of the Hayes Revocable Trust KMF Land LLC Crown Oil Partners, LP Good News Minerals LLC Post Oak Crown IV, LLC Post Oak Crown IV-B, LLC Collins & Jones Investments, LLC Mavros Minerals II, LLC LMC Energy, LLC Gerard G. Vavrek Jesse A. Faught, JR. H. Jason Wacker Oak Valley Mineral and Land, Lp David W. Cromwell Mike Moylett Kaleb Smith Deane Durham

Tract No. 3

Lease Serial Number: NMNM 081929

Description of Land Committed: Township 20 South, Range 29 East,
Section 22: S2SW4, SW4SE4

Number of Acres: 120 Acres

Current Lessee of Record: EOG Resources, Inc.
OXY Y-1 Company
David Petroleum Corporation
K & C Production Company, Inc.
Permian Exploration Corporation

Name of Working Interest Owners: MRC Permian Company
EOG Resources, Inc.
Oxy Y-1 Company

Overriding Royalty Interest Owners: David Petroleum Corp.
Chalcam Exploraton, LLC
Thomas R. Nickoloff

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120.00	42.86
2	40.00	14.28
3	120.00	42.86
Total	280.00	100.00%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

N2 Sections 21 & 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **640** 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 $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

EXHIBIT “A”

Plat of communitized area covering 640 acres in N2 Sections 21 & 22, Township 20S, Range 29E, Eddy County, New Mexico.

Michael K 2122 Fed Com ##201H & 202H

<u>Tract 1</u> NMNM-0003677 240 Acres	<u>Tract 2</u> NMNM-119270 40 Acres <u>Tract 3</u> NMNM-116571 40 Acres	<u>Tract 4</u> NMNM-081929 320 Acres
Section 21		Section 22

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the N2 of sections 21 and 22 of Township 20 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:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: NW/4, W/2NE/4
Number of Acres:	240 Acres
Current Lessee of Record:	COG Operating LLC Concho Oil and Gas LLC Sharbro Energy, LLC Yates Industries LLC
Name of Working Interest Owners:	Becky Welch Kitto Cooper (<i>Compulsory Pooled</i>) Bryan W. Welch (<i>Compulsory Pooled</i>) COG Operating LLC Concho Oil & Gas LLC Cynthia Phillips (<i>Compulsory Pooled</i>) D'Arcy Petroleum, LLC Ellen Marion Skylark (<i>Compulsory Pooled</i>) EOG Resources, Inc. (<i>Compulsory Pooled</i>) Erin L. Cofrin Revocable Trust (<i>Compulsory Pooled</i>) Robert Welch Highland (Texas) Energy Company James Gary Welch (<i>Compulsory Pooled</i>) Tinian Julia Terri Welch (<i>Compulsory Pooled</i>) Lida Rose, LLC Locke Funds II, LP Marathon Oil Permain, LLC Marian Welch Pendegrass (<i>Compulsory Pooled</i>) Michael Irwin Welch Oxy Y-1 Company (<i>Compulsory Pooled</i>) Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust (<i>Compulsory Pooled</i>) Pamela J. Burke, trustee of the P.I.P. 1990 Trust (<i>Compulsory Pooled</i>) Pamela J. Burke, Trustee of the EGP Revocable Living Trust (<i>Compulsory Pooled</i>)

Pamela J. Burke, trustee of the Siegfried James
Iverson III Revocable Living Trust (*Compulsory
Pooled*)
Robert Welch Gillespie
Show Goat Capital, LP
Santo Legado, LLC (*Compulsory Pooled*)
SharbroEnergy, LLC (*Compulsory Pooled*)
Stacy Welch Green (*Compulsory Pooled*)
T.I.G. Properties, LLC (*Compulsory Pooled*)
Vance Malcolm Haldeman (*Compulsory Pooled*)
Vladin, LLC (*Compulsory Pooled*)
Yates Energy Corporation

Tract No. 2

Lease Serial Number: NMNM 119270

Description of Land Committed: Township 20 South, Range 29 East,
Section 21: NE/4NE/4

Number of Acres: 40 Acres

Current Lessee of Record: COG Operating LLC
Concho Oil & Gas LLC

Name of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC

Tract No. 3

Lease Serial Number: NMNM 116571

Description of Land Committed: Township 20 South, Range 29 East,
Section 21: SE4NE4

Number of Acres: 40 Acres

Current Lessee of Record: Marathon Oil Permian LLC

Name of Working Interest Owners: MRC Delaware Resources, LLC
MRC Exploration Resources, LLC
MRC Spiral Resources, LLC

Tract No. 4

Lease Serial Number: NMNM 081929

Description of Land Committed: Township 20 South, Range 29 East,
Section 22: N2

Number of Acres: 320 Acres

Current Lessee of Record: David Petroleum Corporation
EOG Resources, Inc.
K & C Production Company, Inc.
OXY Y-1 Company
Permian Exploration Corporation

Name of Working Interest Owners: EOG Resources, Inc.
Oxy Y-1 Company
MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	240	37.5%
2	40	6.25%
3	40	6.25%
4	320	50.00%
Total	640	100.00%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

S2 of Section 21 & Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

Containing **560** 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 $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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

(SEAL)

My Commission Expires

Notary Public

EXHIBIT “A”

Plat of communitized area covering 560 acres in S2 of Section 21 & Section 22,
Township 20S, Range 29E, Eddy County, New Mexico.

Michael K 2122 Fed Com #203H & #204H

Section 21		Section 22	
<u>Tract 1</u> NMNM-0003677 240 Acres	<u>Tract 2</u> NMNM-116571 80 Acres	<u>Tract 3</u> NMNM-081929 240 Acres	

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated September 1, 2022, embracing the following described land in the S2 of Section 21 & Section 22, Township 20S, Range 29E, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM 0003677
Description of Land Committed:	Township 20 South, Range 29 East, Section 21: SW/4, W/2SE/4
Number of Acres:	240 Acres
Current Lessee of Record:	COG Operating LLC Concho Oil and Gas LLC Sharbro Energy, LLC Yates Industries LLC
Name of Working Interest Owners:	Becky Welch Kitto Cooper (<i>Compulsory Pooled</i>) Bryan W. Welch (<i>Compulsory Pooled</i>) COG Operating LLC Concho Oil & Gas LLC Cynthia Phillips (<i>Compulsory Pooled</i>) D'Arcy Petroleum, LLC Ellen Marion Skylark (<i>Compulsory Pooled</i>) EOG Resources, Inc. (<i>Compulsory Pooled</i>) Erin L. Cofrin Revocable Trust(<i>Compulsory Pooled</i>) Robert Welch Highland (Texas) Energy Company James Gary Welch (<i>Compulsory Pooled</i>) Tinian Julia Terri Welch (<i>Compulsory Pooled</i>) Lida Rose, LLC Locke Funds II, LP Marathon Oil Permain, LLC Marian Welch Pendegrass (<i>Compulsory Pooled</i>) Michael Irwin Welch Oxy Y-1 Company (<i>Compulsory Pooled</i>) Pamela J. Burke, trustee of the Claire Ann Iverson Revocable Living Trust (<i>Compulsory Pooled</i>) Pamela J. Burke, trustee of the P.I.P. 1990 Trust (<i>Compulsory Pooled</i>) Pamela J. Burke, Trustee of the EGP Revocable Living Trust (<i>Compulsory Pooled</i>)

Pamela J. Burke, trustee of the Siegfried James
Iverson III Revocable Living Trust(*Compulsory
Pooled*)
Robert Welch Gillespie
Show Goat Capital, LP
Santo Legado, LLC (*Compulsory Pooled*)
SharbroEnergy, LLC(*Compulsory Pooled*)
Stacy Welch Green (*Compulsory Pooled*)
T.I.G. Properties, LLC (*Compulsory Pooled*)
Vance Malcolm Haldeman (*Compulsory Pooled*)
Vladin, LLC (*Compulsory Pooled*)
Yates Energy Corporation

Tract No. 2

Lease Serial Number: NMNM 116571
Description of Land Committed: Township 20 South, Range 29 East,
Section 21: E/2SE/4
Number of Acres: 80 Acres
Current Lessee of Record: Marathon Oil Permian LLC
Name of Working Interest Owners: MRC Delaware Resources, LLC
MRC Exploration Resources, LLC
MRC Spiral Resources, LLC

Tract No. 3

Lease Serial Number: NMNM 081929
Description of Land Committed: Township 20 South, Range 29 East,
Section 22: SW/4, W/2SE/4
Number of Acres: 240 Acres
Current Lessee of Record: David Petroleum Corporation
EOG Resources, Inc.
K & C Production Company, Inc.
OXY Y-1 Company
Permian Exploration Corporation
Name of Working Interest Owners: EOG Resources, Inc.
Oxy Y-1 Company
MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	240	42.86%
2	80	14.28%
3	240	42.86%
Total	560	100%

ADDR1	ADDR2	ADDR3	ADDR4	ADDR5
Alan Jochimsen	4209 Cardinal Lane	Midland	TX	79707
Anne Marie Burdick	3722 Matador Drive	Dallas	TX	75220
Bank of America, N.A., Trustee of the Selma E. Andrews Perpetual Charitable Trust	P.O. Box 830308	Dallas	TX	75283
Bank of America, N.A., Trustee of the Selma E. Andrews Trust f/b/o Peggy Barrett	P.O. Box 830308	Dallas	TX	75283
Becky Welch Kitto Cooper	P.O. Box 1482	Sonoita	AZ	85637
Bettianne Hinkle Bowen	238 Beverly Court	King City	CA	93930
Braille Institute of America, Inc.	P.O. Box 840738	Dallas	TX	75284
Bryan W. Welch	1764 s. Paige Creek Place	Tuscon	AZ	85748
Bureau of Land Management - Carlsbad Field Office	620 E. Greene Street	Carlsbad	NM	88220
Caleb Taylor	3214 Gary Lane	Spring	TX	77380
Carolyn Holmstrom, Trustee of the John A. Holmstrom 2004 Trust	2925 Somerset Place	San Marino	CA	91108
Carolyn Sue Bonifield Sandner	Vienna	Austria	OU	43 1876
Catherine Coll, Trustee of the Testamentary Trust u/w/o Max W. Coll, II, deceased	83 La Barbaria Trail	Santa Fe	NM	87505
Catherine Coll, Trustee of the Testamentary Trust created by Article IV of the Will of Max W. Coll, II, deceased	83 La Barbaria Trail	Santa Fe	NM	87505
Chalcam Exploration, L.L.C.	200 West First, Suite 434	Roswell	NM	88201
Charles E. Hinkle	P.O. Box 149	Monterey	CA	93940
Charlotte Forehand Albright	1705 Boyd Drive	Carlsbad	NM	88220
Clarke C. Coll	P.O. Box 1818	Roswell	NM	1818
Claudia Liz Carlson	1610 Evette Court	Merced	CA	95430
COG Operating LLC	600 West Illinois Ave.	Midland	TX	79701
Collins & Jones Investments, LLC	508 W. Wall, Ste. 1200	Midland	TX	79710
Concho Oil and Gas LLC	600 West Illinois Ave.	Midland	TX	79701

EXHIBIT

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Crown Oil Partners, LP	P.O. Box 50820	Midland	TX	79710
Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E. Hinkle, deceased	Rt. 3, Box 519	Carmel	CA	93923
D'Arcy Petroleum, LLC	200 Sheffield St., Ste. 305	Mountainside	NJ	'07092
David Petroleum Corp.	116 W. 1st St.	Roswell	NM	88203
David W. Cromwell	2008 Country Club Dr.	Midland	TX	79701
Deane Durham	P.O. Box 50820	Midland	TX	79710
Diamond Lil Properties, LLC	P.O. Box 1818	Roswell	NM	80202-1818
EOG Resources, Inc.	5509 Champions Drive	Midland	TX	79706
Eric J. Coll	P.O. Box 1818	Roswell	NM	88202-1818
Erin L. Cofrin Revocable Trust	43 Camino Arroyo Place	Palm Desert	CA	92260
Estate of Jean Wallace	1709 Missouri	Joplin	MO	64804
Estate of Morna Ruth Bonifield Canon, deceased	1002 Windsor Drive	McKinney	TX	75072
Estate of Sarah Elizabeth Garner	237 Greenwood Dr.	Petersburg	VA	23805
Fortis Minerals II, LLC	P.O. Box 470788	Fort Worth	TX	76147
Gerard G. Vavrek	1521 2nd Ave. #1604	Seattle	WA	98101
Good News Minerals, LLC	P.O. Box 50820	Midland	TX	79710
H. Jackson Wacker	5601 Hillcrest	Midland	TX	79707
H. Jason Wacker	5601 Hillcrest	Midland	TX	79707
Hatch Royalty LLC	1717 W 6th St Ste 290	Austin	TX	78703
Highland (Texas) Energy Company	11886 Greenville Ave., Suite 106	Dallas	TX	75243
Hunt Oil Company	1900 North Akard St	Dallas	TX	75201
Jalapeno Corporation	P.O. Box 1608	Albuquerque	NM	87103-1608
James Gary Welch	15714 Winding Moss Drive	Houston	TX	77068

Jean Wallace	1709 Missouri	Joplin	MO	64804
Jesse A. Faught, Jr.	P.O. Box 52603	Midland	TX	79710
John A. Yates, Trustee of Trust Q u/w/o Peggy A. Yates, deceased	P.O. Box 100	Artesia	NM	88211-0111
John F. Coll, II	P.O. Box 1818	Roswell	NM	88202-1818
John T. Hinkle and Linda J. Hinkle, Trustees under the Hinkle Living Trust dated January 9, 1996	2604 Coronado Drive	Roswell	NM	88202
Julia Terri Welch	6804 North Capital of Texas Highway, Apt. 511	Austin	TX	78731
Kaleb Smith	P.O. Box 50820	Midland	TX	79710
Katherine Coe Fodell	803 Monte Cello St.	Houston	TX	77024
Katherine Fletcher c/o Martha Hunter	1610 Evette Court	Merced	CA	95430
Kelley Morand	1326 8th Ave.	Helena	MT	59601
KMF Land, LLC	1144 15th St., Ste. 2650	Denver	CO	80202
Laura Crumbaugh and Cheryl Ann Harrison, Co-Trustees of the Bettianne H. Bowen Living Trust	238 Beverly Court	King City	CA	93930
Liberty Energy LLC	175 Berkeley, 8th Floor	Boston	MA	'02116
Lisa Diane Coe	P.O. Box 494	De Soto	KS	66018
LMC Energy, LLC	550 W. Texas Ave., Ste. 945	Midland	TX	79710
LML, LLC	P.O. Box 2267	King City	CA	93930
Locke Funds II, LP	1350 S. Boulder Ave., Ste. 710	Tulsa	OK	74119
Locke, LLC	1350 S. Boulder Ave., Ste. 710	Tulsa	OK	74119
Lynn S. Allensworth	610 West Frazier	Roswell	NM	88201
Mackenzie Thompson	5706 Cornish St., Unit B	Houston	TX	77007
Marathon Oil Permian, LLC	5555 San Felipe St.	Houston	TX	77056
Marian Welch Pendegrass	2705 Gaye Drive	Roswell	NM	88201

Mark Pate and Elizabeth A. Pate, as joint tenants Davidson Trust Co., Agent	8 Third St. North	Great Falls	MT	59400
Marsha S. Melton	1214 East 52nd Street	Odessa	TX	79762
Marshall & Winston, Inc.	P.O. Box 50880	Midland	TX	79710-0880
Mary Lynn Forehand	112 East Cherry Lane	Carlsbad	NM	88220
Mavros Minerals II, LLC	P.O. Box 50820	Midland	TX	79710
Max W. Coll, III	7625-2 El Centro Blvd.	Las Cruces	NM	88012
McQuiddy Communications & Energy, Inc.	P.O. Box 2072	Roswell	NM	88201
Mel Whelan	1000 Cordova Pl. #632	Santa Fe	NM	87505
Melanie Coll DeTemple	5653 Tobias Avenue	Van Nuys	CA	91411
Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust	3608 Meadowridge Lane	Midland	TX	79707
Michael Irwin Welch	12101 Topeka	Lubbock	TX	79424
Michael S. Richardson	P.O. Box 819	Roswell	NM	88202-0819
Mike Moylett	P.O. Box 50820	Midland	TX	79710
Monty D. McLane and wife, Karen R. McLane	P.O. Box 9451	Midland	TX	79708
Morna Ruth Bonifield Canon	9403 Winding Ridge	Dallas	TX	75238
Mountain Lion Oil & Gas, LLC	7941 Katy Freeway #117	Houston	TX	77024
Nestegg Energy Corporation	2308 Sierra Vista Road	Artesia	NM	88210
Nilo Operating Company	P.O. Box 840321	Dallas	TX	75284
Oak Valley Mineral and Land, LP	P.O. Box 50820	Midland	TX	79710
Oxy Y-1 Company	5 Greenway Plaza, Suite 110	Houston	TX	77046
Pamela J. Burke, Trustee of the Claire Ann Iverson Revoacble Living Trust u/t/a dated November 22, 2005	P.O. Box 10508	Midland	TX	79702
Pamela J. Burke, Trustee of the P.I.P. 1990 Trust	P.O. Box 10508	Midland	TX	79702

Pamela J. Burke, Trustee of the Siegfried James Iverson, III, Revoacble Living Trust u/t/a dated November 22, 2006	P.O. Box 10508	Midland	TX	79702
Paul E. Siegel, Successor Fiduciary appointed in Cause No. 1502 of the Circuit Court of Barry County, Michigan	607 North Broadway	Hastings	MI	49058
Paul Pate Davidson Trust Co., Agent	8 Third St. North	Great Falls	MT	59401
Paula Su Whelan	166 Roy St.	Seattle	WA	98109
Penasco Petroleum LLC	P.O. Box 2292	Roswell	NM	88202
PetroYates, Inc.	P.O. Box 1608	Albuquerque	NM	87103-1608
Phoebe J. Welch, Trustee of the Phoebe J. Welch Trust dated July 27, 2006	20350 Marsh Creek Road	Brentwood	CA	94513-4808
Post Oak Crown IV, LLC	5200 San Felipe	Houston	TX	77056
Post Oak Crown IV-B, LLC	5200 San Felipe	Houston	TX	77056
Post Oak Mavros II, LLC	5200 San Felipe	Houston	TX	77056
Quientesa Royalty LP	508 West Wall, Ste. 500	Midland	TX	79701
Randy Mike Whelan	221 Mockingbird Lane	Coppell	TX	75019
Rita Lea Bonifield Spencer	6436 Nicklas	Oklahoma City	OK	73132
Robert Welch Gillespie	186 Sierra View	Pasadena	CA	91105
Robin Williams	143 Jewett Lane	Three Forks	MT	59752
Rolla R. Hinkle, III	P.O. Box 2292	Roswell	NM	88202
Samuel H. Marshall, Jr. and William S. Marshall, Trustees u/w/o Samuel Marshall, deceased	P.O. Box 536	Roswell	NM	88201
Santa Barbara Center of the Braille Institute of America, Inc.	2031 De La Vina Street	Santa Barbara	CA	93105
Santo Legado LLC	P.O. Box 1020	Artesia	NM	88211-1020
Santo Royalty Company LLC	P.O. Box 1020	Artesia	NM	88211-1020
Sortida Resources, LLC	P.O. Box 50820	Midland	TX	79710
Spiral, Inc.	P.O. Box 1933	Roswell	NM	88202-1933
Spirit Trail, LLC	P.O. Box 1818	Roswell	NM	88202-1818

Stacy Welch Green	5655 N. Via Umbrosa	Tucson	AZ	85750
States Royalty Limited Partnership	300 N. Breckenridge Avenue	Breckenridge	TX	76424
T.I.G. Properties, L.P.	P.O. Box 10508	Midland	TX	79702
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
Thomas R. Nickoloff	118 W. 1st St.	Roswell	NM	88203
Tierra Oil Company	P.O. Box 700968	Antonio	TX	78270-0968
Tracy Morand	4 Oak Circle	Helena	MT	59601
Van P. Welch, Jr.	2259-C Via Puerta	Laguna Woods	CA	92653
Van S. Welch, II	19210 South Canton Lake Springs Dr.	Cypress	TX	77433
Vladin, LLC	P.O. Box 100	Artesia	NM	88211-0111
Westview Boy's Home, Inc.	120 W. Broadway	Hollis	OK	73550
William Joe Snipes	RR 4, 2305 East Pine Lodge Rd.	Roswell	NM	88201
Yates Energy Corporation	P.O. Box 2323	Roswell	NM	88202
Yates Energy Royalty Interests LLC	P.O. Box 2323	Roswell	NM	88202



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

July 11, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of Section 21, and the N/2, SW/4 and W/2 SE/4 of Section 22, Township 20 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,

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

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

Chevron - Michael K 2122 Fed Com Wells Commingling
Postal Delivery Report

TrackingNo	ToName	DeliveryAddress	City	State	Zip	USPS_Status
9414811898765419740183	Alan Jochimsen	4209 Cardinal Ln	Midland	TX	79707-1935	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419740336	Caleb Taylor	3214 Gary Ln	Spring	TX	77380-1208	Your item was returned to the sender on July 15, 2023 at 1:48 pm in SPRING, TX 77380 because the addressee was not known at the delivery
9414811898765419748509	Quientesa Royalty LP	508 W Wall St Ste 500	Midland	TX	79701-5062	We were unable to deliver your package at 5:19 pm on July 14, 2023 in MIDLAND, TX 79701 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419748547	Randy Mike Whelan	221 Mockingbird Ln	Coppell	TX	75019-3432	Your item was delivered to an individual at the address at 11:00 am on July 15, 2023 in COPPELL, TX 75019.
9414811898765419748585	Rita Lea Bonifield Spencer	6436 N Nicklas Ave	Oklahoma City	OK	73132-6907	Your item arrived at the OKLAHOMA CITY, OK 73132 post office at 4:55 pm on July 15, 2023 and is ready for pickup.
9414811898765419747212	Robert Welch Gillespie	186 Sierra View Rd	Pasadena	CA	91105-1448	Your item was delivered to an individual at the address at 3:11 pm on July 14, 2023 in PASADENA, CA 91105.
9414811898765419747298	Robin Williams	143 Jewett Ln	Three Forks	MT	59752-9766	Your item was delivered to an individual at the address at 1:33 pm on July 14, 2023 in THREE FORKS, MT 59752.
9414811898765419747281	Rolla R. Hinkle, III	PO Box 2292	Roswell	NM	88202-2292	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419747274	Samuel H Marshall, Jr and William S Marshall, Trustees u/w/o Samuel Marshall, deceased	PO Box 536	Roswell	NM	88202-0536	Your item arrived at the ROSWELL, NM 88201 post office at 8:30 am on July 14, 2023 and is ready for pickup.
9414811898765419747854	Santa Barbara Center of the Braille Institute of America, Inc.	2031 De La Vina St	Santa Barbara	CA	93105-3813	Your item was delivered to the front desk, reception area, or mail room at 3:53 pm on July 14, 2023 in SANTA BARBARA, CA 93105.
9414811898765419747809	Santo Legado LLC	PO Box 1020	Artesia	NM	88211-1020	Your item arrived at the ARTESIA, NM 88211 post office at 9:13 am on July 14, 2023 and is ready for pickup.
9414811898765419747847	Santo Royalty Company LLC	PO Box 1020	Artesia	NM	88211-1020	Your item arrived at the ARTESIA, NM 88211 post office at 9:13 am on July 14, 2023 and is ready for pickup.
9414811898765419740053	Carolyn Holmstrom, Trustee of the John A. Holmstrom 2004 Trust	2925 Somerset Pl	San Marino	CA	91108-3035	We attempted to deliver your item at 1:59 pm on July 14, 2023 in SAN MARINO, CA 91108 and a notice was left because an authorized recipient
9414811898765419747830	Sortida Resources, LLC	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419747717	Spiral, Inc.	PO Box 1933	Roswell	NM	88202-1933	Your item arrived at the ROSWELL, NM 88201 post office at 8:29 am on July 14, 2023 and is ready for pickup.
9414811898765419747755	Spirit Trail, LLC	PO Box 1818	Roswell	NM	88202-1818	Your item arrived at the ROSWELL, NM 88201 post office at 8:29 am on July 14, 2023 and is ready for pickup.
9414811898765419747762	Stacy Welch Green	5655 N Via Umbrosa	Tucson	AZ	85750-1357	Your item arrived at our PHOENIX AZ DISTRIBUTION CENTER ANNEX destination facility on July 15, 2023 at 1:41 pm. The item is currently in
9414811898765419747700	States Royalty Limited Partnership	300 N Breckenridge Ave	Breckenridge	TX	76424-3506	We attempted to deliver your item at 4:39 pm on July 14, 2023 in BRECKENRIDGE, TX 76424 and a notice was left because an authorized
9414811898765419747748	T.I.G. Properties, L.P.	PO Box 10508	Midland	TX	79702-7508	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419747786	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your item was delivered to the front desk, reception area, or mail room at 12:34 pm on July 14, 2023 in SANTA FE, NM 87508.
9414811898765419747731	Thomas R. Nickoloff	118 W 1st St	Roswell	NM	88203-4702	Your item was returned to the sender on July 14, 2023 at 2:09 pm in ROSWELL, NM 88203 because the addressee was not known at the delivery
9414811898765419747779	Tierra Oil Company	PO Box 700968	San Antonio	TX	78270-0968	Your item was forwarded to a different address at 9:11 am on July 15, 2023 in SAN ANTONIO, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419747915	Tracy Morand	4 Oak Cir	Helena	MT	59601-0375	We attempted to deliver your item at 1:07 pm on July 15, 2023 in HELENA, MT 59601 and a notice was left because an authorized recipient was not
9414811898765419747953	Van P. Welch, Jr.	2259 Via Puerta Unit C	Laguna Woods	CA	92637-2309	We attempted to deliver your item at 3:33 pm on July 14, 2023 in LAGUNA WOODS, CA 92637 and a notice was left because an authorized recipient
9414811898765419747960	Van S. Welch, II	19210 S Canyon Lake Springs Dr	Cypress	TX	77433-3638	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419747922	Vladin, LLC	PO Box 100	Artesia	NM	88211-0100	Your item arrived at the ARTESIA, NM 88211 post office at 9:13 am on July 14, 2023 and is ready for pickup.
9414811898765419747991	Westview Boys Home, Inc.	120 W Broadway St	Hollis	OK	73550-4202	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419747984	William Joe Snipes	2305 E Pine Lodge Rd RR 4	Roswell	NM	88201-9119	Your item was delivered to an individual at the address at 12:16 pm on July 15, 2023 in ROSWELL, NM 88201.
9414811898765419747939	Yates Energy Corporation	PO Box 2323	Roswell	NM	88202-2323	Your item was picked up at the post office at 10:13 am on July 14, 2023 in
9414811898765419747977	Yates Energy Royalty Interests LLC	PO Box 2323	Roswell	NM	88202-2323	Your item was picked up at the post office at 10:13 am on July 14, 2023 in

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9414811898765419740060	Catherine Coll, Trustee of the Testamentary Trust u/w/o Max W. Coll, II, deceased	83 La Barbara Trl	Santa Fe	NM	87505-9008	We attempted to deliver your item at 3:54 pm on July 14, 2023 in SANTA FE, NM 87505 and a notice was left because an authorized recipient was
9414811898765419740022	Catherine Coll, Trustee of the Testamentary Trust created by Article IV of the Will of Max W. Coll, II, deceased	83 La Barbara Trl	Santa Fe	NM	87505-9008	We attempted to deliver your item at 3:54 pm on July 14, 2023 in SANTA FE, NM 87505 and a notice was left because an authorized recipient was not available.
9414811898765419740008	Chalcam Exploration, L.L.C.	200 W 1st St Ste 434	Roswell	NM	88203-4675	Your item arrived at our USPS facility in OKLAHOMA CITY OK DISTRIBUTION CENTER on July 15, 2023 at 6:08 pm. The item is currently in transit to the
9414811898765419740091	Charles E. Hinkle	PO Box 149	Monterey	CA	93942-0149	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419740046	Charlotte Forehand Albright	1705 Boyd Dr	Carlsbad	NM	88220-5404	Your item was delivered to an individual at the address at 6:27 pm on July 14, 2023 in CARLSBAD, NM 88220.
9414811898765419740084	Clarke C. Coll	PO Box 1818	Roswell	NM	88202-1818	Your item arrived at the ROSWELL, NM 88201 post office at 8:29 am on July 14, 2023 and is ready for pickup.
9414811898765419740039	Claudia Liz Carlson	1610 Evette Ct	Merced	CA	95340-1609	Your item was returned to the sender on July 14, 2023 at 9:20 am in MERCED, CA 95340 because the addressee was not known at the delivery
9414811898765419740138	Anne Marie Burdick	3722 Matador Dr	Dallas	TX	75220-1862	We attempted to deliver your item at 9:47 am on July 14, 2023 in DALLAS, TX 75220 and a notice was left because an authorized recipient was not
9414811898765419740411	COG Operating LLC	600 W Illinois Ave	Midland	TX	79701-4882	We were unable to deliver your package at 9:35 am on July 14, 2023 in MIDLAND, TX 79701 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419740466	Collins & Jones Investments, LLC	508 W Wall St Ste 1200	Midland	TX	79701-5076	We were unable to deliver your package at 5:19 pm on July 14, 2023 in MIDLAND, TX 79701 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419740497	Concho Oil and Gas LLC	600 W Illinois Ave	Midland	TX	79701-4882	We were unable to deliver your package at 9:35 am on July 14, 2023 in MIDLAND, TX 79701 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419740480	Crown Oil Partners, LP	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419740473	Cynthia Cindy Hinkle, Trustee u/w/o Clarence E. Hinkle, deceased	RR 3 Box 519	Carmel	CA	93923	Your item arrived at our SAN JOSE CA DISTRIBUTION CENTER destination facility on July 15, 2023 at 8:39 pm. The item is currently in transit to the
9414811898765419740558	DArcy Petroleum, LLC	200 Sheffield St., Ste. 305	Mountainside	NJ	07092	Your item departed our KEARNY NJ DISTRIBUTION CENTER destination facility on July 15, 2023 at 9:23 pm. The item is currently in transit to the
9414811898765419740565	David Petroleum Corp.	116 W 1st St	Roswell	NM	88203-4702	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419740527	David W. Cromwell	2008 Country Club Dr	Midland	TX	79701-5719	We could not access the delivery location to deliver your package at 8:58 am on July 15, 2023 in MIDLAND, TX 79701. We will redeliver on the next
9414811898765419740503	Deane Durham	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79710 post office at 10:33 am on July 15, 2023 and is ready for pickup.
9414811898765419740596	Diamond Lil Properties, LLC	PO Box 1818	Roswell	NM	88202-1818	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419740176	Bank of America, N.A., Trustee of the Selma E. Andrews Perpetual Charitable Trust	PO Box 830308	Dallas	TX	75283-0308	Your item arrived at the DALLAS, TX 75266 post office at 4:53 am on July 14, 2023 and is ready for pickup.
9414811898765419740541	EOG Resources, Inc.	5509 Champions Dr	Midland	TX	79706-2843	Your item departed our MIDLAND TX DISTRIBUTION CENTER destination facility on July 15, 2023 at 1:04 am. The item is currently in transit to the
9414811898765419740534	Eric J. Coll	PO Box 1818	Roswell	NM	88202-1818	Your item arrived at our LUBBOCK TX DISTRIBUTION CENTER destination facility on July 15, 2023 at 5:57 pm. The item is currently in transit to the
9414811898765419740572	Erin L. Cofrin Revocable Trust	43 Camino Arroyo Pl	Palm Desert	CA	92260-0326	Your item was delivered to an individual at the address at 11:05 am on July 15, 2023 in PALM DESERT, CA 92260.
9414811898765419748264	Estate of Jean Wallace	1709 Missouri Ave	Joplin	MO	64804-0761	Your item arrived at our SPRINGFIELD MO DISTRIBUTION CENTER destination facility on July 15, 2023 at 1:22 pm. The item is currently in
9414811898765419748202	Estate of Morna Ruth Bonifield Canon, deceased	1002 Windsor Dr	McKinney	TX	75072-5740	Your item departed our COPPELL TX DISTRIBUTION CENTER destination facility on July 16, 2023 at 4:03 am. The item is currently in transit to the
9414811898765419748295	Estate of Sarah Elizabeth Garner	237 Greenwood Dr	Petersburg	VA	23805-2049	Your item arrived at our RICHMOND VA DISTRIBUTION CENTER destination facility on July 15, 2023 at 10:43 am. The item is currently in transit to the
9414811898765419748240	Fortis Minerals II, LLC	PO Box 470788	Fort Worth	TX	76147-0788	Your item was delivered at 9:44 am on July 15, 2023 in FORT WORTH, TX
9414811898765419748288	Gerard G. Vavrek	1521 2nd Ave Apt 1604	Seattle	WA	98101-4509	Your item was delivered to an individual at the address at 11:28 am on July 15, 2023 in SEATTLE, WA 98101.
9414811898765419748233	Good News Minerals, LLC	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79710 post office at 10:33 am on July 15, 2023 and is ready for pickup.
9414811898765419748271	H. Jackson Wacker	5601 Hillcrest	Midland	TX	79707-9113	Your item was forwarded to a different address at 7:26 am on July 15, 2023 in MIDLAND, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.

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9414811898765419740312	Bank of America, N.A., Trustee of the Selma E. Andrews Trust f/b/o Peggy Barrett	PO Box 830308	Dallas	TX	75283-0308	Your item arrived at the DALLAS, TX 75266 post office at 4:53 am on July 14, 2023 and is ready for pickup.
9414811898765419748813	H. Jason Wacker	5601 Hillcrest	Midland	TX	79707-9113	Your item was forwarded to a different address at 7:26 am on July 15, 2023 in MIDLAND, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419748868	Hatch Royalty LLC	1717 W 6th St Ste 290	Austin	TX	78703-4789	Your item was delivered to the front desk, reception area, or mail room at 2:24 pm on July 15, 2023 in AUSTIN, TX 78703.
9414811898765419748820	Highland Texas Energy Company	11886 Greenville Ave Ste 106	Dallas	TX	75243-3569	Your item departed our USPS facility in DALLAS TX DISTRIBUTION CENTER on July 15, 2023 at 1:27 am. The item is currently in transit to the
9414811898765419748806	Hunt Oil Company	1900 N Akard St	Dallas	TX	75201-2729	Your item departed our USPS facility in DALLAS TX DISTRIBUTION CENTER on July 15, 2023 at 1:27 am. The item is currently in transit to the
9414811898765419748899	Jalapeno Corporation	PO Box 1608	Albuquerque	NM	87103-1608	Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on July 15, 2023 at 3:43 am. The item is currently in transit to the destination.
9414811898765419748844	James Gary Welch	15714 Winding Moss Dr	Houston	TX	77068-1406	Your item was forwarded to a different address at 2:49 pm on July 15, 2023 in HOUSTON, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419748837	Jean Wallace	1709 Missouri Ave	Joplin	MO	64804-0761	Your item arrived at our SPRINGFIELD MO DISTRIBUTION CENTER destination facility on July 15, 2023 at 1:22 pm. The item is currently in
9414811898765419748714	Jesse A. Faught, Jr.	PO Box 52603	Midland	TX	79710-2603	Your item arrived at the MIDLAND, TX 79710 post office at 10:33 am on July 15, 2023 and is ready for pickup.
9414811898765419748752	John A. Yates, Trustee of Trust Q u/w/o Peggy A. Yates, deceased	PO Box 100	Artesia	NM	88211-0100	Your item arrived at the ARTESIA, NM 88211 post office at 9:13 am on July 14, 2023 and is ready for pickup.
9414811898765419748769	John F. Coll, II	PO Box 1818	Roswell	NM	88202-1818	Your item arrived at the ROSWELL, NM 88201 post office at 8:29 am on July 14, 2023 and is ready for pickup.
9414811898765419740350	Becky Welch Kitto Cooper	PO Box 1482	Sonoita	AZ	85637-1482	Your item arrived at the SONOITA, AZ 85637 post office at 8:38 am on July 14, 2023 and is ready for pickup.
9414811898765419748721	John T. Hinkle and Linda J. Hinkle, Trustees under the Hinkle Living Trust dated January 9, 1996	2604 Coronado Dr	Roswell	NM	88201-3405	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748707	Julia Terri Welch	6804 N Capital Of Texas Hwy Apt 511	Austin	TX	78731-1768	Your item was returned to the sender on July 15, 2023 at 8:35 am in AUSTIN, TX 78731 because the addressee was not known at the delivery
9414811898765419748790	Kaleb Smith	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419748745	Katherine Coe Fodell	803 Monte Cello St	Houston	TX	77024-4515	Your item was delivered to an individual at the address at 10:24 am on July 15, 2023 in HOUSTON, TX 77024.
9414811898765419748783	Katherine Fletcher c/o Martha Hunter	1610 Evette Ct	Merced	CA	95340-1609	Your item was returned to the sender on July 14, 2023 at 9:20 am in MERCED, CA 95340 because the addressee was not known at the delivery
9414811898765419748776	Kelley Morand	1326 8th Ave	Helena	MT	59601-3903	Your item was delivered to an individual at the address at 10:10 am on July 15, 2023 in HELENA, MT 59601.
9414811898765419748912	KMF Land, LLC	1144 15th St Ste 2650	Denver	CO	80202-2686	Your item was delivered to an individual at the address at 9:43 am on July 13, 2023 in DENVER, CO 80202.
9414811898765419748967	Laura Crumbaugh and Cheryl Ann Harrison, Co-Trustees of the Bettianne H. Bowen Living Trust	238 Beverly Ct	King City	CA	93930-3501	Your item was delivered to an individual at the address at 12:55 pm on July 15, 2023 in KING CITY, CA 93930.
9414811898765419748929	Liberty Energy LLC	175 Berkeley, 8th Floor	Boston	MA	02116	Your item departed our BOSTON MA DISTRIBUTION CENTER destination facility on July 15, 2023 at 9:20 am. The item is currently in transit to the
9414811898765419748905	Lisa Diane Coe	PO Box 494	De Soto	KS	66018-0494	Your item arrived at the DE SOTO, KS 66018 post office at 7:27 am on July 15, 2023 and is ready for pickup.
9414811898765419740367	Bettianne Hinkle Bowen	238 Beverly Ct	King City	CA	93930-3501	Your item departed our SAN JOSE CA DISTRIBUTION CENTER destination facility on July 15, 2023 at 8:32 pm. The item is currently in transit to the
9414811898765419748998	LMC Energy, LLC	550 W Texas Ave Ste 945	Midland	TX	79701-4233	Your item was forwarded to a different address at 8:14 am on July 14, 2023 in MIDLAND, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419748943	LML, LLC	PO Box 2267	King City	CA	93930-2267	Your item arrived at the KING CITY, CA 93930 post office at 4:23 pm on July 15, 2023 and is ready for pickup.
9414811898765419748981	Locke Funds II, LP	1350 S Boulder Ave Ste 710	Tulsa	OK	74119-3208	We were unable to deliver your package at 9:38 am on July 15, 2023 in TULSA, OK 74119 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419748615	Locke, LLC	1350 S Boulder Ave Ste 710	Tulsa	OK	74119-3208	We were unable to deliver your package at 9:38 am on July 15, 2023 in TULSA, OK 74119 because the business was closed. We will redeliver on the next business day. No action needed.
9414811898765419748653	Lynn S. Allensworth	610 W Frazier St	Roswell	NM	88203-4212	Your item arrived at our USPS facility in OKLAHOMA CITY OK DISTRIBUTION CENTER on July 15, 2023 at 6:08 pm. The item is currently in transit to the

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9414811898765419748622	Mackenzie Thompson	5706 Cornish St Unit B	Houston	TX	77007-4331	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748608	Marathon Oil Permian, LLC	5555 San Felipe St	Houston	TX	77056-2701	Your item departed our NORTH HOUSTON TX DISTRIBUTION CENTER destination facility on July 15, 2023 at 12:33 am. The item is currently in
9414811898765419748691	Marian Welch Pendegrass	2705 Gaye Dr	Roswell	NM	88201-3428	Your item was forwarded to a different address at 9:08 am on July 14, 2023 in ROSWELL, NM. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419748646	Mark Pate and Elizabeth A. Pate, as joint tenants Davidson Trust Co., Agent	8 3rd St N	Great Falls	MT	59401-3104	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748639	Marsha S. Melton	1214 E 52nd St	Odessa	TX	79762-4354	We attempted to deliver your item at 9:55 am on July 14, 2023 in ODESSA, TX 79762 and a notice was left because an authorized recipient was not
9414811898765419740305	Braille Institute of America, Inc.	PO Box 840738	Dallas	TX	75284-0738	Your item has been delivered and is available at a PO Box at 9:20 pm on July 14, 2023 in DALLAS, TX 75260.
9414811898765419748110	Marshall & Winston, Inc.	PO Box 50880	Midland	TX	79710-0880	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419748158	Mary Lynn Forehand	112 E Cherry Ln	Carlsbad	NM	88220-9259	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748165	Mavros Minerals II, LLC	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419748103	Max W. Coll, III	7625 El Centro Blvd Unit 2	Las Cruces	NM	88012-9313	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748196	McQuiddy Communications & Energy, Inc.	PO Box 2072	Roswell	NM	88202-2072	Your item arrived at the ROSWELL, NM 88201 post office at 8:29 am on July 14, 2023 and is ready for pickup.
9414811898765419748141	Mel Whelan	1000 Cordova Pl Unit 632	Santa Fe	NM	87505-1725	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748189	Melanie Coll DeTemple	5653 Tobias Ave	Van Nuys	CA	91411-3348	Your item was delivered to an individual at the address at 2:36 pm on July 14, 2023 in VAN NUYS, CA 91411.
9414811898765419748134	Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust	3608 Meadowridge Ln	Midland	TX	79707-4543	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748172	Michael Irwin Welch	12101 Topeka Ave	Lubbock	TX	79424-7678	Your item was delivered to an individual at the address at 3:30 pm on July 15, 2023 in LUBBOCK, TX 79424.
9414811898765419748318	Michael S. Richardson	PO Box 819	Roswell	NM	88202-0819	Your item was returned to the sender on July 14, 2023 at 11:08 am in ROSWELL, NM 88201 because the address was vacant or the business was no longer operating at the location and no further information was
9414811898765419740398	Bryan W. Welch	1764 S Paige Creek Pl	Tucson	AZ	85748-7763	Your item has been delivered to an agent for final delivery in TUCSON, AZ 85748 on July 14, 2023 at 12:58 pm.
9414811898765419748356	Mike Moylett	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419748363	Monty D. McLane and wife, Karen R. McLane	PO Box 9451	Midland	TX	79708-9451	Your item arrived at the MIDLAND, TX 79708 post office at 9:28 am on July 14, 2023 and is ready for pickup.
9414811898765419748325	Morna Ruth Bonifield Canon	9403 Winding Ridge Dr	Dallas	TX	75238-1449	Your item arrived at our COPPELL TX DISTRIBUTION CENTER destination facility on July 15, 2023 at 11:29 pm. The item is currently in transit to the
9414811898765419748301	Mountain Lion Oil & Gas, LLC	7941 Katy Fwy Unit 117	Houston	TX	77024-1924	Your item departed our NORTH HOUSTON TX DISTRIBUTION CENTER destination facility on July 15, 2023 at 1:14 am. The item is currently in
9414811898765419748394	Nestegg Energy Corporation	2308 Sierra Vista Rd	Artesia	NM	88210-9409	Your item was delivered to an individual at the address at 11:48 am on July 14, 2023 in ARTESIA, NM 88210.
9414811898765419748349	Nilo Operating Company	PO Box 840321	Dallas	TX	75284-0321	Your item has been delivered and is available at a PO Box at 9:20 pm on July 14, 2023 in DALLAS, TX 75260.
9414811898765419748387	Oak Valley Mineral and Land, LP	PO Box 50820	Midland	TX	79710-0820	Your item arrived at the MIDLAND, TX 79705 post office at 9:09 am on July 14, 2023 and is ready for pickup.
9414811898765419748332	Oxy Y-1 Company	5 Greenway Plz Ste 110	Houston	TX	77046-0521	Your item has been delivered to an agent for final delivery in HOUSTON, TX 77046 on July 15, 2023 at 9:52 am.
9414811898765419748370	Pamela J. Burke, Trustee of the Claire Ann Iverson Revoacble Living Trust u/t/a dated November 22, 2005	PO Box 10508	Midland	TX	79702-7508	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748059	Pamela J. Burke, Trustee of the P.I.P. 1990 Trust	PO Box 10508	Midland	TX	79702-7508	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419740343	Bureau of Land Management - Carlsbad Field Office	620 E Greene St	Carlsbad	NM	88220-6292	Your item was delivered to an individual at the address at 3:06 pm on July 14, 2023 in CARLSBAD, NM 88220.
9414811898765419748066	Pamela J. Burke, Trustee of the Siegfried James Iverson, III, Revoacble Living Trust u/t/a dated November 22, 2006	PO Box 10508	Midland	TX	79702-7508	A shipping label has been prepared for your item at 5:26 pm on July 10, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

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Postal Delivery Report

9414811898765419748004	Paul E. Siegel, Successor Fiduciary appointed in Cause No. 1502 of the Circuit Court of Barry County, Michigan	607 N Broadway St	Hastings	MI	49058-1471	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748080	Paul Pate Davidson Trust Co., Agent	8 3rd St N	Great Falls	MT	59401-3104	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
9414811898765419748073	Paula Su Whelan	166 Roy St	Seattle	WA	98109-4128	Your item was forwarded to a different address at 7:36 am on July 15, 2023 in SEATTLE, WA. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9414811898765419748455	Penasco Petroleum LLC	PO Box 2292	Roswell	NM	88202-2292	Your item was picked up at the post office at 12:04 pm on July 14, 2023 in
9414811898765419748424	PetroYates, Inc.	PO Box 1608	Albuquerque	NM	87103-1608	Your item was picked up at the post office at 11:02 am on July 14, 2023 in ALBUQUERQUE, NM 87102.
9414811898765419748493	Phoebe J. Welch, Trustee of the Phoebe J. Welch Trust dated July 27, 2006	20350 Marsh Creek Rd	Brentwood	CA	94513-4808	Your item arrived at our OAKLAND CA DISTRIBUTION CENTER destination facility on July 15, 2023 at 7:26 pm. The item is currently in transit to the
9414811898765419748486	Post Oak Crown IV, LLC	5200 San Felipe St	Houston	TX	77056-3606	Your item was delivered to the front desk, reception area, or mail room at 3:24 pm on July 15, 2023 in HOUSTON, TX 77056.
9414811898765419748479	Post Oak Crown IV-B, LLC	5200 San Felipe St	Houston	TX	77056-3606	Your item was delivered to the front desk, reception area, or mail room at 3:24 pm on July 15, 2023 in HOUSTON, TX 77056.
9414811898765419748554	Post Oak Mavros II, LLC	5200 San Felipe St	Houston	TX	77056-3606	Your item was delivered to the front desk, reception area, or mail room at 3:24 pm on July 15, 2023 in HOUSTON, TX 77056.

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Paula M. Vance](#); [Adam Rankin](#)
Cc: [McClure, Dean, EMNRD](#); [Rikala, Ward, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O; Walls, Christopher](#)
Subject: Approved Administrative Order PLC-901
Date: Friday, October 27, 2023 8:37:40 AM
Attachments: [PLC901 Order.pdf](#)

NMOCD has issued Administrative Order PLC-901 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53595	Michael K 21 22 Federal Com #111H	N/2 N/2 N/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53689	Michael K 21 22 Federal Com #121H	N/2 N/2 N/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53690	Michael K 21 22 Federal Com #122H	S/2 N/2 S/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53593	Michael K 21 22 Federal Com #123H	N/2 S/2 J K L	21-20S-29E 22-20S-29E	27470
30-015-53594	Michael K 21 22 Federal Com #124H	S/2 S/2 M N O	21-20S-29E 22-20S-29E	27470
30-015-53688	Michael K 21 22 Federal Com #201H	N/2 N/2	21-20S-29E 22-20S-29E	73480
30-015-53687	Michael K 21 22 Federal Com #202H	N/2 N/2	21-20S-29E 22-20S-29E	73480
30-015-53686	Michael K 21 22 Federal Com #203H	S/2 SW/4, W/2 SE/2	21-20S-29E 22-20S-29E	73480
30-015-53685	Michael K 21 22 Federal Com #204H	S/2 SW/4, W/2 SE/2	21-20S-29E 22-20S-29E	73480

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

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

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JUL 27 2023

~~Holland & Hart LLP.~~

Affidavit of Publication

Ad # 0005768467

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HOLLAND AND HART

PO BOX 2208

SANTA FE, NM 87504-2208

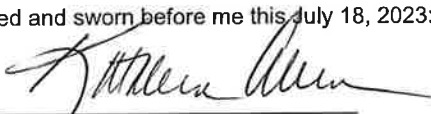
I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements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

07/18/2023

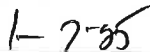


Legal Clerk

Subscribed and sworn before me this July 18, 2023:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005768467

PO #: Michael K NOP

of Affidavits 1

This is not an invoice

Legal Notice (Publication)

To: All affected parties, including; Alan Jochimsen, his heirs and devisees; Anne Marie Burdick, her heirs and devisees; Bank of America, N.A., Trustee of the Selma E. Andrews Perpetual Charitable Trust; Bank of America, N.A., Trustee of the Selma E. Andrews Trust f/b/o Peggy Barrett; Becky Welch Kitto Cooper, her heirs and devisees; Bettianne Hinkle Bowen, her heirs and devisees; Braille Institute of America, Inc.; Bryan W. Welch, his heirs and devisees; Bureau of Land Management - Carlsbad Field Office; Caleb Taylor, his heirs and devisees; Carolyn Holmstrom, Trustee of the John A. Holmstrom 2004 Trust; Carolyn Sue Bonifield Sandner, her heirs and devisees; Catherine Coll, Trustee of the Testamentary Trust u/w/o Max W. Coll, II, deceased; Catherine Coll, Trustee of the Testamentary Trust created by Article IV of the Will of Max W. Coll, II, deceased; Chalcam Exploration, L.L.C.; Charles E. Hinkle, his heirs and devisees; Charlotte Forehand Albright, her heirs and devisees; Clarke C. Coll, his heirs and devisees; Claudia Liz Carlson, her heirs and devisees; COG Operating LLC; Collins & Jones Investments, LLC; Concho Oil and Gas LLC; Crown Oil Partners, LP; Cynthia (Cindy) Hinkle, Trustee u/w/o Clarence E. Hinkle, deceased; D'Arcy Petroleum, LLC; David Petroleum Corp.; David W. Cromwell, his heirs and devisees; Deane Durham, his heirs and devisees; Diamond Lil Properties, LLC; EOG Resources, Inc.; Eric J. Coll, his heirs and devisees; Erin L. Cofrin Revocable Trust; Estate of Jean Wallace, his or her heirs and devisees; Estate of Morna Ruth Bonifield Canon, deceased, her heirs and devisees; Estate of Sarah Elizabeth Garner, her heirs and devisees; Fortis Minerals II, LLC; Gerard G. Vavrek, his heirs and devisees; Good News Minerals, LLC; H. Jackson Wacker, his heirs and devisees; H. Jason Wacker, his heirs and devisees; Hatch Royalty LLC; Highland (Texas) Energy Company; Hunt Oil Company; Jalapeno Corporation; James Gary Welch, his heirs and devisees; Jean Wallace, his or her heirs and devisees; Jesse A. Faught, Jr., his or her heirs and devisees; John A. Yates, Trustee of Trust Q u/w/o Peggy A. Yates, deceased; John F. Coll, II, his heirs and devisees; John T. Hinkle and Linda J. Hinkle, Trustees under the Hinkle Living Trust dated January 9, 1996; Julia Terri Welch, her heirs and devisees; Kaleb Smith, his heirs and devisees; Katherine Coe Fodell, her heirs and devisees; Katherine Fletcher c/o Martha Hunter, her heirs and devisees; Kelley Morand, her heirs and devisees; KMF Land, LLC; Laura Crumbaugh and Cheryl Ann Harrison, Co Trustees of the Bettianne H. Bowen Living Trust; Liberty Energy LLC; Lisa Diane Coe, her heirs and devisees; LMC Energy, LLC; LML, LLC; Locke Funds II, LP; Locke, LLC; Lynn S. Allensworth, her heirs and devisees; Mackenzie Thompson, his or her heirs and devisees; Marathon Oil Permian, LLC; Marian Welch Pendegrass, her heirs and devisees; Mark Pate and Elizabeth A. Pate, as joint tenants Davidson Trust Co., Agent, their heirs and devisees; Marsha S. Melton, her heirs and devisees; Marshall & Winston, Inc.; Mary Lynn Forehand, her heirs and devisees; Mavros Minerals II, LLC; Max W. Coll, III, his heirs and devisees; McQuiddy Communications & Energy, Inc.; Mel Whelan, his heirs and devisees; Melanie Coll DeTemple, her heirs and devisees; Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust; Michael Irwin Welch, his heirs and devisees; Michael S. Richardson, his heirs and devisees; Mike Moylett, his heirs and devisees; Monty D. McLane and wife, Karen R. McLane, their heirs and devisees; Morna Ruth Bonifield Canon, her heirs and devisees; Mountain Lion Oil & Gas, LLC; Nestegg Energy Corporation; Nilo Operating Company; Oak Valley Mineral and Land, LP; Oxy Y-1 Company; Pamela J. Burke, Trustee of the Claire Ann Iverson Revocable Living Trust u/t/a dated November 22, 2005; Pamela J. Burke, Trustee of the P.I.P. 1990 Trust; Pamela J. Burke, Trustee of the Siegfried James Iverson, III, Revocable Living Trust u/t/a dated November 22, 2006; Paul E. Siegel, Successor Fiduciary appointed in Cause No. 1502 of the Circuit Court of Barry

County, Michigan; Paul Pate Davidson Trust Co., Agent; Paula Su Whelan, her heirs and devisees; Penasco Petroleum LLC; PetroYates, Inc.; Phoebe J. Welch, Trustee of the Phoebe J. Welch Trust dated July 27, 2006; Post Oak Crown IV, LLC; Post Oak Crown IV-B, LLC; Post Oak Mavros II, LLC; Quientesa Royalty LP; Randy Mike Whelan, his heirs and devisees; Rita Lea Bonifield Spencer, her heirs and devisees; Robert Welch Gillespie, his heirs and devisees; Robin Williams, his heirs and devisees; Rolla R. Hinkle, III, her heirs and devisees; Samuel H. Marshall, Jr. and William S. Marshall, Trustees u/w/o Samuel Marshall, deceased; Santa Barbara Center of the Braille Institute of America, Inc.; Santo Legado LLC; Santo Royalty Company LLC; Sortida Resources, LLC; Spiral, Inc.; Spirit Trail, LLC; Stacy Welch Green, her heirs and devisees; States Royalty Limited Partnership; T.I.G. Properties, L.P.; Thomas R. Nickoloff, his heirs and devisees; Tierra Oil Company; Tracy Morand, his or her heirs and devisees; Van P. Welch, Jr., his heirs and devisees; Van S. Welch, II, his heirs and devisees; Vladin, LLC; Westview Boy's Home, Inc.; William Joe Snipes, his heirs and devisees; Yates Energy Corporation; and Yates Energy Royalty Interests LLC.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of Section 21, and the N/2, SW/4 and W/2 SE/4 of Section 22, Township 20 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 (pool and lease) diversely owned oil and gas production at the Michael K Fed Com Central Tank Battery insofar as all existing and future wells drilled in the following spacing units:

(a) The 320-acre spacing unit comprised of the N/2 N/2 of Sections 21 and 22, in the Getty; Bone Spring (27470) – currently dedicated to the Michael K 2122 Fed Com #111H (API. No. 30-015-53595) and the Michael K 2122 Fed Com #121H (API. No. 30-015-53689);

(b) The 320-acre spacing unit comprised of the S/2 N/2 of Sections 21 and 22, in the Getty; Bone Spring (27470) – currently dedicated to the Michael K 2122 Fed Com #122H (API. No. 30-015-53690);

(c) The 280-acre spacing unit comprised of the N/2 S/2 of Section 21, the N/2 SW/4 and NW/4 SE/4 of Section 22, in the Getty; Bone Spring (27470) – currently dedicated to the Michael K 2122 Fed Com #123H (API. No. 30-015-53593);

(d) The 280-acre spacing unit comprised of the S/2 S/2 of Section 21, the S/2 SW/4 and SW/4 SE/4 of Section 22, in the Getty; Bone Spring (27470) – currently dedicated to the Michael K 2122 Fed Com #124H (API. No. 30-015-53594);

(e) The 640-acre spacing unit comprised of the N/2 of Sections 21 and 22, in the Burton Flat; Wolfcamp (73480) – currently dedicated to the Michael K 2122 Fed Com #201H (API. No. 30-015-53688) and the Michael K 2122 Fed Com #202H (API. No. 30-015-53687);

(f) The 560-acre spacing unit comprised of the S/2 of Section 21, and the SW/4 and W/2 SE/4 of Section 22, in the Burton Flat; Wolfcamp (73480) – currently dedicated to the Michael K 2122 Fed Com #203H (API. No. 30-015-53686) and the Michael K 2122 Fed Com #204H (API. No. 30-015-53685); and

(g) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Michael K Fed Com Central Tank Battery with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have

any questions about this application, please contact Kyle Perkins, Matador Production Company, (972) 371-5202 or KP erkins@matadorresources.com.
#5768467, Current Argus, July 18, 2023

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

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

ORDER NO. PLC-901

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

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

ORDER

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

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

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

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

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

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

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

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

than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**DYLAN M. FUGE
DIRECTOR**

DATE: 10/27/23

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-901**

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

Central Tank Battery: **Michael K Federal Com Central Tank Battery**

Central Tank Battery Location: **UL I, Section 20, Township 20 South, Range 29 East**

Gas Title Transfer Meter Location: **UL I, Section 20, Township 20 South, Range 29 East**

Pools

Pool Name	Pool Code
GETTY; BONE SPRING	27470
BURTON FLAT; WOLCAMP, EAST (GAS)	73480

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105371210 (081929)	All minus I P	22-20S-29E
NMNM 105398046 (119270)	All minus I P	21-20S-29E
NMNM 105385857 (116571)	H I P	21-20S-29E
NMNM 105502777 (0003677)	W/2, W/2 E/2	21-20S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53595	Michael K 21 22 Federal Com #111H	N/2 N/2 N/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53689	Michael K 21 22 Federal Com #121H	N/2 N/2 N/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53690	Michael K 21 22 Federal Com #122H	S/2 N/2 S/2 N/2	21-20S-29E 22-20S-29E	27470
30-015-53593	Michael K 21 22 Federal Com #123H	N/2 S/2 J K L	21-20S-29E 22-20S-29E	27470
30-015-53594	Michael K 21 22 Federal Com #124H	S/2 S/2 M N O	21-20S-29E 22-20S-29E	27470
30-015-53688	Michael K 21 22 Federal Com #201H	N/2 N/2	21-20S-29E 22-20S-29E	73480
30-015-53687	Michael K 21 22 Federal Com #202H	N/2 N/2	21-20S-29E 22-20S-29E	73480
30-015-53686	Michael K 21 22 Federal Com #203H	S/2 SW/4, W/2 SE/2	21-20S-29E 22-20S-29E	73480
30-015-53685	Michael K 21 22 Federal Com #204H	S/2 SW/4, W/2 SE/2	21-20S-29E 22-20S-29E	73480

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-901**
Operator: **Matador Production Company (228937)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	N/2 N/2	21-20S-29E	320	A
	N/2 N/2	22-20S-29E		
CA Bone Spring BLM	S/2 N/2	21-20S-29E	320	B
	S/2 N/2	22-20S-29E		
CA Bone Spring BLM	N/2 S/2	21-20S-29E	280	C
	J K L	22-20S-29E		
CA Bone Spring BLM	S/2 S/2	21-20S-29E	280	D
	M N O	22-20S-29E		
CA Wolfcamp BLM	N/2	21-20S-29E	640	E
	N/2	22-20S-29E		
CA Wolfcamp BLM	S/2	21-20S-29E	560	F
	SW/4, W/2 SE/2	22-20S-29E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105502777 (0003677)	B C D	21-20S-29E	120	A
NMNM 105398046 (119270)	A	21-20S-29E	40	A
NMNM 105371210 (081929)	A B C D	22-20S-29E	160	A
NMNM 105502777 (0003677)	E F G	21-20S-29E	120	B
NMNM 105385857 (116571)	H	21-20S-29E	40	B
NMNM 105371210 (081929)	E F G H	22-20S-29E	160	B
NMNM 105502777 (0003677)	J K L	21-20S-29E	120	C
NMNM 105385857 (116571)	I	21-20S-29E	40	C
NMNM 105371210 (081929)	J K L	22-20S-29E	120	C
NMNM 105502777 (0003677)	M N O	21-20S-29E	120	D
NMNM 105385857 (116571)	P	21-20S-29E	40	D
NMNM 105371210 (081929)	M N O	22-20S-29E	120	D
NMNM 105502777 (0003677)	B C D E F G	21-20S-29E	240	E
NMNM 105398046 (119270)	A	21-20S-29E	40	E
NMNM 105371210 (081929)	N/2	22-20S-29E	320	E
NMNM 105385857 (116571)	H	21-20S-29E	40	E
NMNM 105502777 (0003677)	J K L M N O	21-20S-29E	240	F
NMNM 105385857 (116571)	I P	21-20S-29E	80	F
NMNM 105371210 (081929)	J K L M N O	22-20S-29E	240	F

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 242076

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 242076
	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.	10/27/2023