

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

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

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

 Print or Type Name

 Date

 Phone Number

 Signature

 e-mail Address



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

September 19, 2024

VIA ONLINE FILING

Gerasimos Razatos, Acting Division Director
Oil Conservation Division
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 commingle) oil and gas production from spacing units comprised of Lots 1-4, S/2 N/2 and S/2 (All equivalent) of irregular Section 2, All of Section 11, and the E/2 E/2 of Section 14, Township 24 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands")**

Dear Mr. Razatos:

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

(a) The 319.98-acre spacing unit comprised of Lot 4, SW/4 NW/4, and W/2 SW/4 (W/2 W/2 equivalent) of irregular Section 2 and the W/2 W/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 131H** (API. No. 30-025-52936);

(b) The 319.85-acre spacing unit comprised of Lot 3, SE/4 NW/4, and E/2 SW/4 (E/2 W/2 equivalent) of irregular Section 2 and the E/2 W/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 132H** (API. No. 30-025-52937);

(c) The 319.73-acre spacing unit comprised of Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 equivalent) of irregular Section 2 and the W/2 E/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 133H** (API. No. 30-025-52938);

(d) The 479.60-acre spacing unit comprised of Lot 1, SE/4 NE/4, and E/2 SE/4 (E/2 E/2 equivalent) of irregular Section 2 and the E/2 E/2 of Sections 11 and 14, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0214 Fed Com 134H** (API. No. 30-025-52942);



Paula M. Vance
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Phone (505) 988-4421
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pmvance@hollandhart.com

(e) The 319.98-acre spacing unit comprised of Lot 4, SW/4 NW/4, and W/2 SW/4 (W/2 W/2 equivalent) of irregular Section 2 and the W/2 W/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 221H** (API. No. 30-025-52939);

(f) The 319.85-acre spacing unit comprised of Lot 3, SE/4 NW/4, and E/2 SW/4 (E/2 W/2 equivalent) of irregular Section 2 and the E/2 W/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 222H** (API. No. 30-025-52940);

(g) The 319.73-acre spacing unit comprised of Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 equivalent) of irregular Section 2 and the W/2 E/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 223H** (API. No. 30-025-52941);

(h) The 479.60-acre spacing unit comprised of Lot 1, SE/4 NE/4, and E/2 SE/4 (E/2 E/2 equivalent) of irregular Section 2 and the E/2 E/2 of Sections 11 and 14, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0214 Fed Com 224H** (API. No. 30-025-52943); and

(i) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Charles Ling North 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 **Charles Ling North Tank Battery** (“TB”) located in the Lot 3 (NE/4 NW/4 equivalent) of irregular Section 2, Township 24 South, Range 33 East. Each well is equipped with a three-phase separator and metered on lease before production is transferred to the TB. 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 TB (“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 Oscar Gonzalez, Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and an example gas analysis (Exhibit B to the statement).

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



Paula M. Vance
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Exhibit 4 includes relevant communitization agreements.

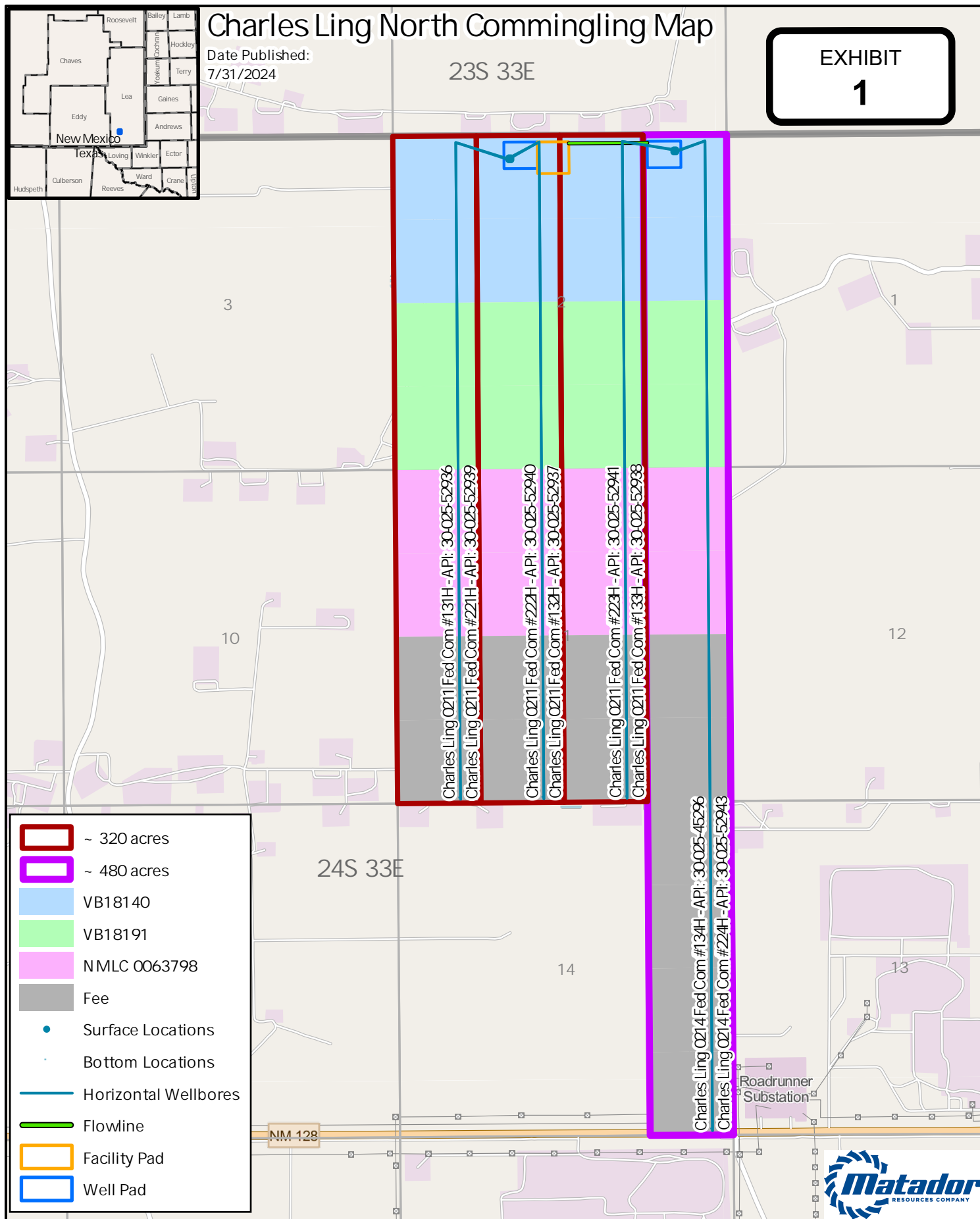
Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered “leases” as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding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

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

Sincerely,

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**



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 IV1220 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 DIVISION1220 S. St Francis Drive
Santa Fe, New Mexico 87505Submit 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 CompanyOPERATOR 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 Commingling)LEASE TYPE: ☒ Fee ☒ State ☒ FederalIs 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
TRIPLE X; BONE SPRING [59900]	51.85°	53.78° 1,333 BTU	\$80.03/bbl oil (price realization Q1 2024) \$1.56/mcf (price realization Q1 2024)	1,800 BOPD
TRIPLE X; BONE SPRING [59900]	1,343 BTU			2,200 MCFPD
RED HILLS; BONE SPRING, NORTH [96434]	51.85°			2,200 BOPD
RED HILLS; BONE SPRING, NORTH [96434]	1,343 BTU			2,600 MCFPD
WC-025 G-09 S243310P; UPPER WOLFCAMP [98135]	55.93°			3,600 BOPD
WC-025 G-09 S243310P; UPPER WOLFCAMP [98135]	1,326 BTU			6,000 MCFPD

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

Please attach sheets with the following information

(1) Pool Name and Code-

(2) Is all production from same source of supply? ☐ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No(4) Measurement type: ☐ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

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

EXHIBIT

2

(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: Oscar GonzalezTITLE: Production EngineerDATE: 05/21/2024TYPE OR PRINT NAME Oscar GonzalezTELEPHONE NO.: (972) 629 2147E-MAIL ADDRESS: ogonzalez@matadorresources.com

Matador Production Company

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

Voice 972.619.4343 • Fax 972.371.5201

ogonzalez@matadorresources.com

Oscar Gonzalez
Production Engineer

May 21, 2024

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 commingle) Production from the Spacing Units Comprising of All of Section 02 and All of Section 11 and the E/2 E/2 of Section 14 of Township 24 South, Range 33 East, NMPM, Eddy County, New Mexico (the "Lands")

To Whom This May Concern,

Matador Production Company ("Matador"), OGRID: 228937, requests to commingle future oil and gas production from the Bone Spring and Wolfcamp formations from eight (8) distinct wells located on the Lands and future production from the Lands as described herein. All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on Exhibit A. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

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

Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other wells' metered gas, as shown on **Exhibit A**. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the Tank Battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. Northwind Midstream 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 "Oscar Gonzalez", with a long horizontal flourish extending to the right.

Oscar Gonzalez
Production Engineer

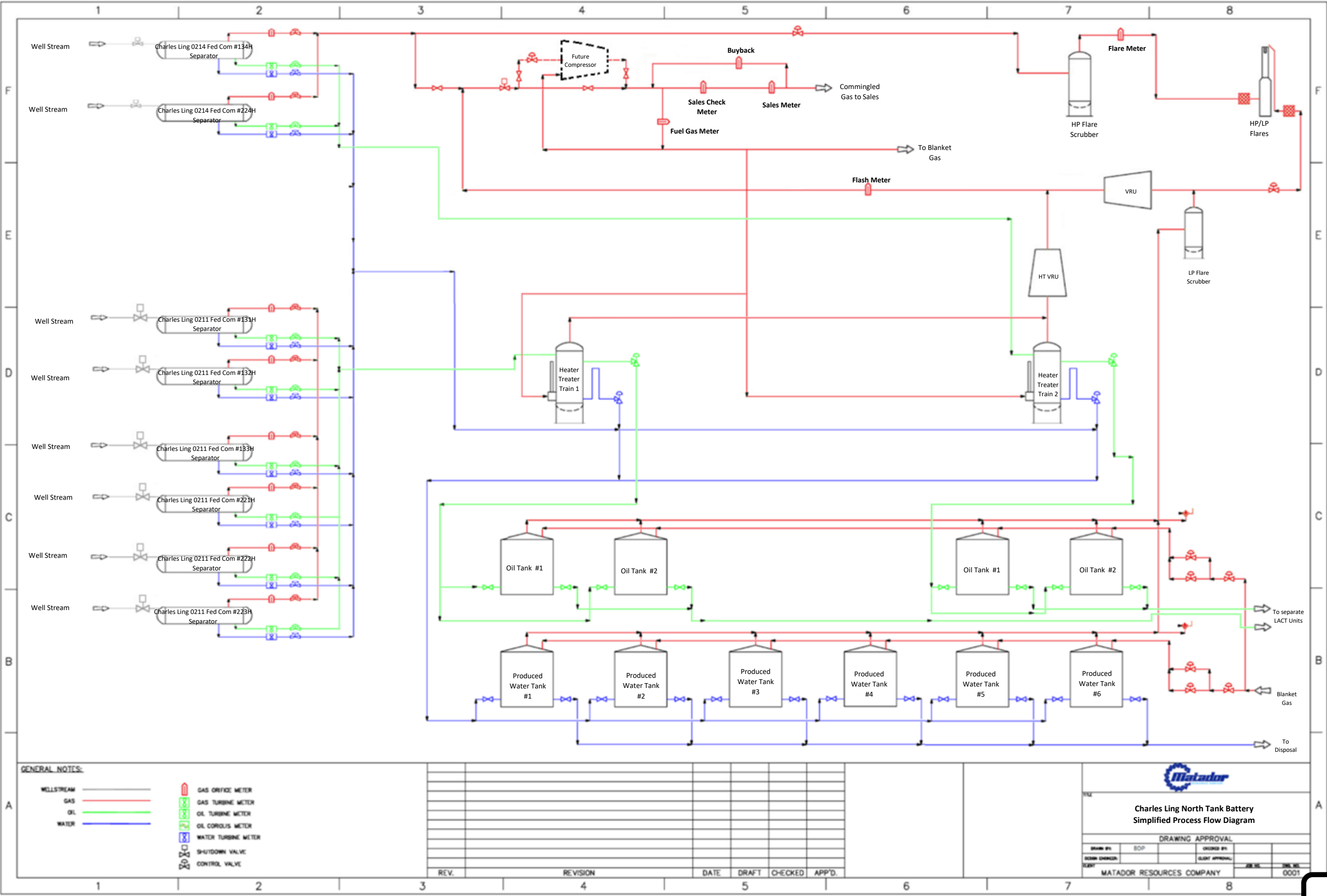


EXHIBIT
A

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

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

Sample: Leo Thorsness 13 24 33 No. 135H
First Stage Separator
Spot Gas Sample @ 234 psig & 122 °F

Date Sampled: 03/12/2020

Job Number: 201563.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.162	
Carbon Dioxide	0.115	
Methane	75.967	
Ethane	12.388	3.393
Propane	5.809	1.639
Isobutane	0.724	0.243
n-Butane	1.778	0.574
2-2 Dimethylpropane	0.001	0.000
Isopentane	0.387	0.145
n-Pentane	0.467	0.173
Hexanes	0.419	0.171
Heptanes Plus	<u>0.783</u>	<u>0.332</u>
Totals	100.000	6.669

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity ----- 3.441 (Air=1)
Molecular Weight ----- 99.24
Gross Heating Value ----- 5213 BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity ----- 0.765 (Air=1)
Compressibility (Z) ----- 0.9958
Molecular Weight ----- 22.05
Gross Heating Value
Dry Basis ----- 1343 BTU/CF
Saturated Basis ----- 1321 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: (24) D. Field
Analyst: RG
Processor: RG
Cylinder ID: T-1668



Certified: FESCO, Ltd. - Alice, Texas

David Dannhaus 361-661-7015

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286
TOTAL REPORT

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	1.162		1.476
Carbon Dioxide	0.115		0.230
Methane	75.967		55.268
Ethane	12.388	3.393	16.892
Propane	5.809	1.639	11.616
Isobutane	0.724	0.243	1.908
n-Butane	1.778	0.574	4.686
2,2 Dimethylpropane	0.001	0.000	0.003
Isopentane	0.387	0.145	1.266
n-Pentane	0.467	0.173	1.528
2,2 Dimethylbutane	0.005	0.002	0.020
Cyclopentane	0.050	0.015	0.159
2,3 Dimethylbutane	0.000	0.000	0.000
2 Methylpentane	0.120	0.051	0.469
3 Methylpentane	0.065	0.027	0.254
n-Hexane	0.179	0.075	0.700
Methylcyclopentane	0.078	0.028	0.298
Benzene	0.042	0.012	0.149
Cyclohexane	0.132	0.046	0.504
2-Methylhexane	0.023	0.011	0.105
3-Methylhexane	0.028	0.013	0.127
2,2,4 Trimethylpentane	0.017	0.009	0.088
Other C7's	0.054	0.024	0.243
n-Heptane	0.062	0.029	0.282
Methylcyclohexane	0.103	0.042	0.459
Toluene	0.038	0.013	0.159
Other C8's	0.084	0.040	0.420
n-Octane	0.026	0.014	0.135
Ethylbenzene	0.003	0.001	0.014
M & P Xylenes	0.012	0.005	0.058
O-Xylene	0.003	0.001	0.014
Other C9's	0.038	0.020	0.218
n-Nonane	0.009	0.005	0.052
Other C10's	0.018	0.011	0.115
n-Decane	0.005	0.003	0.032
Undecanes (11)	<u>0.008</u>	<u>0.005</u>	<u>0.053</u>
Totals	100.000	6.669	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.765	(Air=1)
Compressibility (Z) -----	0.9958	
Molecular Weight -----	22.05	
Gross Heating Value		
Dry Basis -----	1343	BTU/CF
Saturated Basis -----	1321	BTU/CF

FESCO, Ltd.**1100 Fesco Ave. - Alice, Texas 78332****Sample:** Leo Thorsness 13 24 33 No. 135H

First Stage Separator

Spot Gas Sample @ 234 psig & 122 °F

Date Sampled: 03/12/2020

Job Number: 201563.001

GLYCALC FORMAT

COMPONENT	MOL%	GPM	Wt %
Carbon Dioxide	0.115		0.230
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.162		1.476
Methane	75.967		55.268
Ethane	12.388	3.393	16.892
Propane	5.809	1.639	11.616
Isobutane	0.724	0.243	1.908
n-Butane	1.779	0.574	4.689
Isopentane	0.387	0.145	1.266
n-Pentane	0.467	0.173	1.528
Cyclopentane	0.050	0.015	0.159
n-Hexane	0.179	0.075	0.700
Cyclohexane	0.132	0.046	0.504
Other C6's	0.190	0.080	0.743
Heptanes	0.245	0.105	1.055
Methylcyclohexane	0.103	0.042	0.459
2,2,4 Trimethylpentane	0.017	0.009	0.088
Benzene	0.042	0.012	0.149
Toluene	0.038	0.013	0.159
Ethylbenzene	0.003	0.001	0.014
Xylenes	0.015	0.006	0.072
Octanes Plus	<u>0.188</u>	<u>0.097</u>	<u>1.025</u>
Totals	100.000	6.669	100.000

Real Characteristics Of Octanes Plus:

Specific Gravity -----	4.170	(Air=1)
Molecular Weight -----	120.27	
Gross Heating Value -----	6392	BTU/CF

Real Characteristics Of Total Sample:

Specific Gravity -----	0.765	(Air=1)
Compressibility (Z) -----	0.9958	
Molecular Weight -----	22.05	
Gross Heating Value		
Dry Basis -----	1343	BTU/CF
Saturated Basis -----	1321	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	² Pool Code 94434	³ Pool Name Red Hills; Bone Spring, North
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 131H
⁷ OGRID No.	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3657'

¹⁰Surface Location

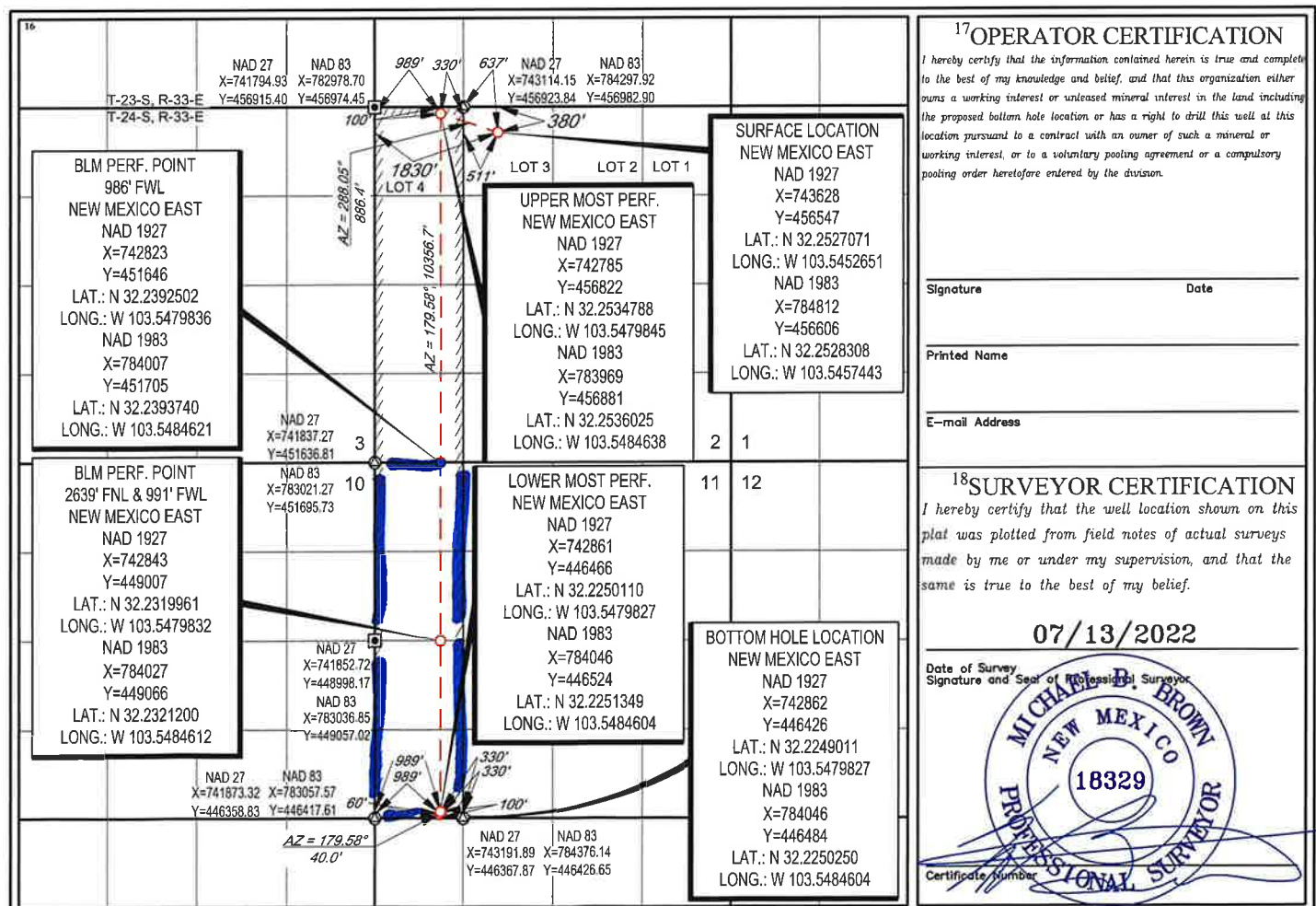
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	2	24-S	33-E	-	380'	NORTH	1830'	WEST	LEA

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
M	11	24-S	33-E	-	60'	SOUTH	989'	WEST	LEA

¹² Dedicated Acres 319.98	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.



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
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1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
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State of New Mexico
Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 59900	³ Pool Name Triple X; Bone Springs
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 131H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3657'

¹⁰Surface Location

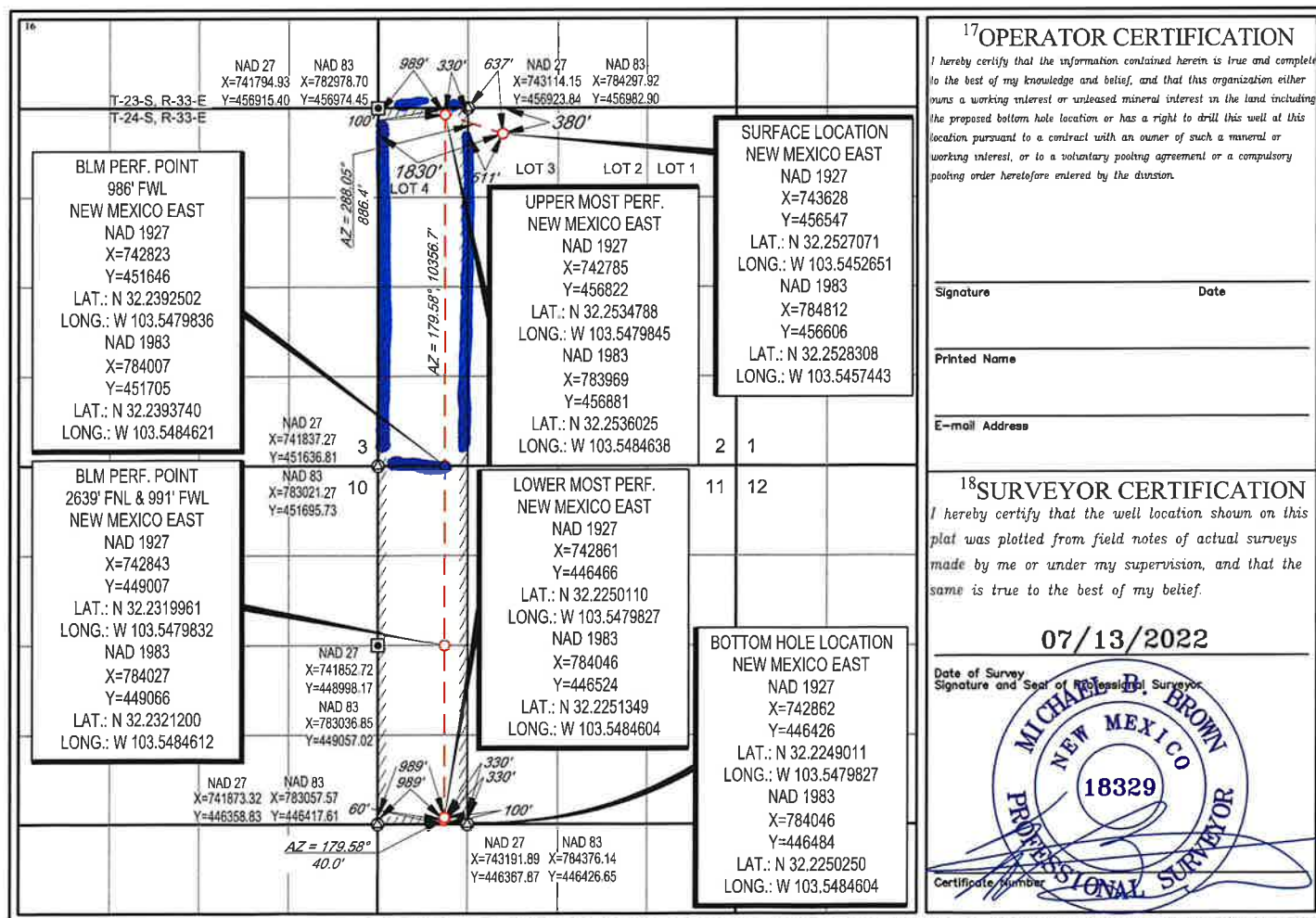
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	2	24-S	33-E	-	380'	NORTH	1830'	WEST	LEA

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
M	11	24-S	33-E	-	60'	SOUTH	989'	WEST	LEA

¹² Dedicated Acres 319.98	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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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	² Pool Code 59900	³ Pool Name Triple X; Bone Spring
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 132H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3657'

¹⁰Surface Location

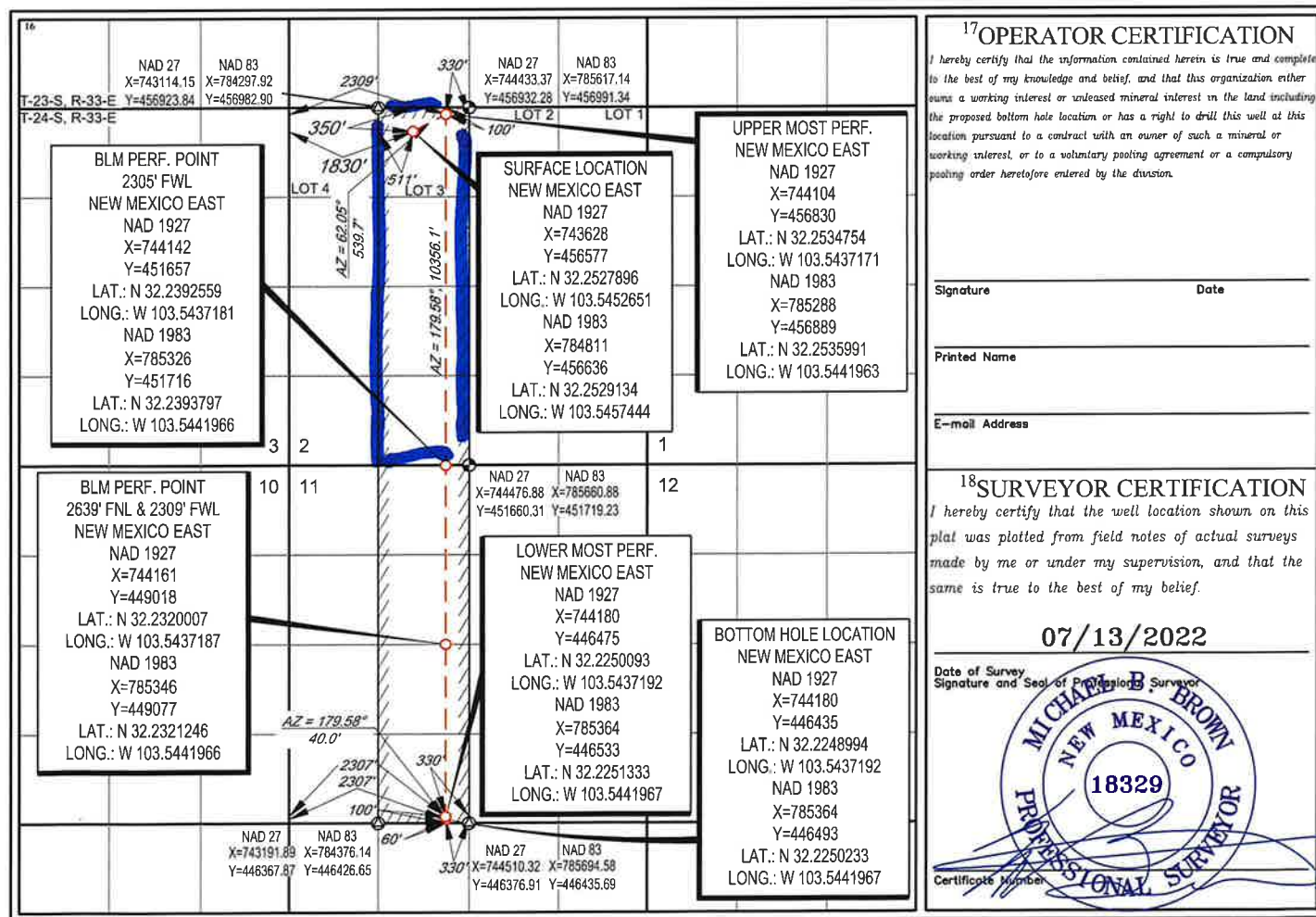
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	2	24-S	33-E	-	350'	NORTH	1830'	WEST	LEA

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
N	11	24-S	33-E	-	60'	SOUTH	2307'	WEST	LEA

¹² Dedicated Acres 159.85-310.85	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.



District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
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District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 96434	³ Pool Name Red Hills; Bone Spring, North
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 132H
⁷ OGRID No. 220937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3657'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	2	24-S	33-E	-	350'	NORTH	1830'	WEST	LEA

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
N	11	24-S	33-E	-	60'	SOUTH	2307'	WEST	LEA

¹² Dedicated Acres 319.85	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 		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 released mineral interest in the land including the proposed bottom hole location, or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Signature _____ Date _____ Printed Name _____ E-mail Address _____
BLM PERF. POINT 2305' FWL NEW MEXICO EAST NAD 1927 X=744142 Y=451657 LAT.: N 32.2392559 LONG.: W 103.5437181 NAD 1983 X=785326 Y=451716 LAT.: N 32.2393797 LONG.: W 103.5441966	SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=74433.37 Y=456830 LAT.: N 32.2527896 LONG.: W 103.5452651 NAD 1983 X=784811 Y=456636 LAT.: N 32.2529134 LONG.: W 103.5457444	UPPER MOST PERF. NEW MEXICO EAST NAD 1927 X=744104 Y=456830 LAT.: N 32.2534754 LONG.: W 103.5437171 NAD 1983 X=785288 Y=456889 LAT.: N 32.2535991 LONG.: W 103.5441963
BLM PERF. POINT 2639' FNL & 2309' FWL NEW MEXICO EAST NAD 1927 X=744161 Y=449018 LAT.: N 32.2320007 LONG.: W 103.5437187 NAD 1983 X=785346 Y=449077 LAT.: N 32.2321246 LONG.: W 103.5441966	LOWER MOST PERF. NEW MEXICO EAST NAD 1927 X=744180 Y=446475 LAT.: N 32.2250093 LONG.: W 103.5437192 NAD 1983 X=785364 Y=446533 LAT.: N 32.2251333 LONG.: W 103.5441967	BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=744180 Y=446435 LAT.: N 32.2248994 LONG.: W 103.5437192 NAD 1983 X=785364 Y=446493 LAT.: N 32.2250233 LONG.: W 103.5441967

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. Date of Survey 07/13/2022 Signature and Seal of Professional Surveyor 	
---	--

S:\SURVEY\MATADOR_RESOURCES\CHARLES_LING_02-24S-33E\FINAL_PRODUCTS\ILO_CHARLES_LING_0211_FED_COM_132H_REV2.DWG 7/19/2022 4:00:48 PM adisabell

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 76434	³ Pool Name Red Hills; Bone Spring, North
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 133H
⁷ OGRID No.	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3637'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	240'	NORTH	805'	EAST	LEA

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	11	24-S	33-E	-	60'	SOUTH	1650'	EAST	LEA

¹² Dedicated Acres 319.73	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

<p>¹⁶</p> <p>T-23-S, R-33-E T-24-S, R-33-E</p> <p>BLM PERF. POINT 1641' FEL NEW MEXICO EAST NAD 1927 X=745459 Y=451669 LAT.: N 32.2392613 LONG.: W 103.5394582 NAD 1983 X=786643 Y=451728 LAT.: N 32.2393851 LONG.: W 103.5399365</p> <p>3 2</p>		<p>NAD 27 X=744433.37 Y=456932.28 NAD 83 X=785617.14 Y=456991.34</p> <p>LOT 4 LOT 3 100' LOT 2</p> <p>331' 567' 1650'</p> <p>240'</p> <p>514' LOT 1 805'</p> <p>278.07' 896.5'</p> <p>179.69' 10354.9'</p> <p>2640' FNL & 1646' FEL NEW MEXICO EAST NAD 1927 X=745478 Y=449029 LAT.: N 32.2320051 LONG.: W 103.5394600 NAD 1983 X=786662 Y=449088 LAT.: N 32.2321290 LONG.: W 103.5399378</p> <p>10 11</p>		<p>NAD 27 X=745788.40 Y=451671.91 NAD 83 X=786972.40 Y=451730.82</p> <p>12</p>		<p>¹⁷OPERATOR CERTIFICATION</p> <p>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.</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>E-mail Address _____</p>	
<p>BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=745497 Y=446444 LAT.: N 32.2248975 LONG.: W 103.5394617 NAD 1983 X=786681 Y=446502 LAT.: N 32.2250215 LONG.: W 103.5399391</p> <p>40.0'</p> <p>332'</p> <p>60'</p> <p>1650'</p> <p>332'</p> <p>100'</p> <p>NAD 27 X=744510.32 Y=446376.91 NAD 83 X=785694.58 Y=446435.69</p> <p>NAD 27 X=745628.82 Y=446385.96 NAD 83 X=787013.08 Y=446444.74</p>		<p>BLM PERF. POINT 2640' FNL & 1646' FEL NEW MEXICO EAST NAD 1927 X=745478 Y=449029 LAT.: N 32.2320051 LONG.: W 103.5394600 NAD 1983 X=786662 Y=449088 LAT.: N 32.2321290 LONG.: W 103.5399378</p> <p>12</p>		<p>¹⁸SURVEYOR CERTIFICATION</p> <p>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.</p> <p>12/14/2021</p> <p>Date of Survey _____ Signature and Seal of Professional Surveyor _____</p> <p>MICHAEL B. BROWN NEW MEXICO 18329 PROFESSIONAL SURVEYOR</p> <p>Certificate Number _____</p>			

S:\SURVEY\MATADOR_RESOURCES\CHARLES_LING_02-24S-33E\FINAL_PRODUCTS\ILO_CHARLES_LING_0211_FED_COM_133H_REV1.DWG 5/9/2022 2:25:53 PM adisabella

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Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
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		² Pool Code 59900	³ Pool Name Triple x; Bone Spring
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM		⁶ Well Number 133H
⁷ GRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3637'

¹⁰Surface Location

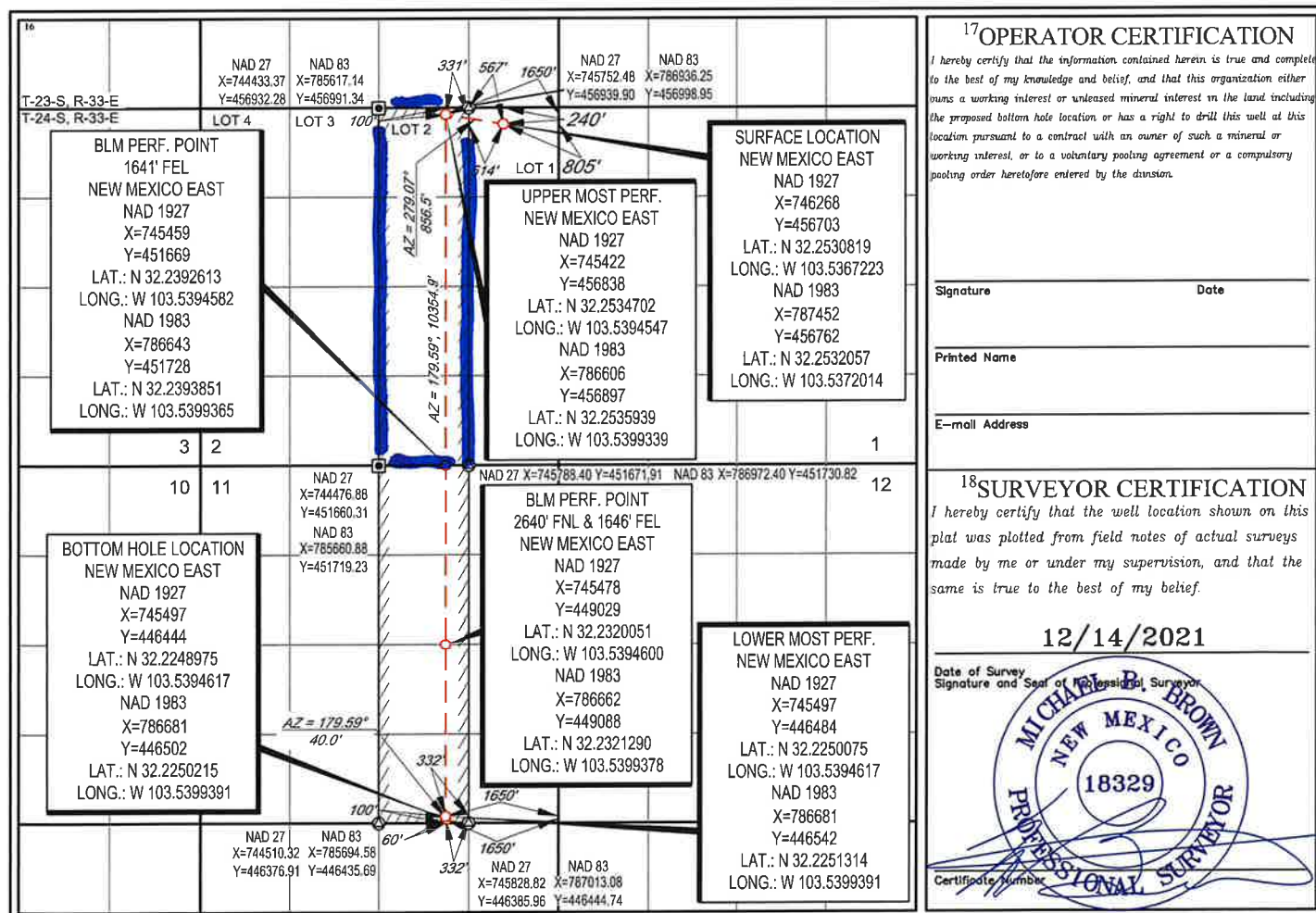
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	240'	NORTH	805'	EAST	LEA

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	11	24-S	33-E	-	60'	SOUTH	1650'	EAST	LEA

¹² Dedicated Acres 319.73	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 59900	³ Pool Name Triple x; Bone Spring
⁴ Property Code	⁵ Property Name CHARLES LING 0214 FED COM	⁶ Well Number 134H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3639'

¹⁰Surface Location

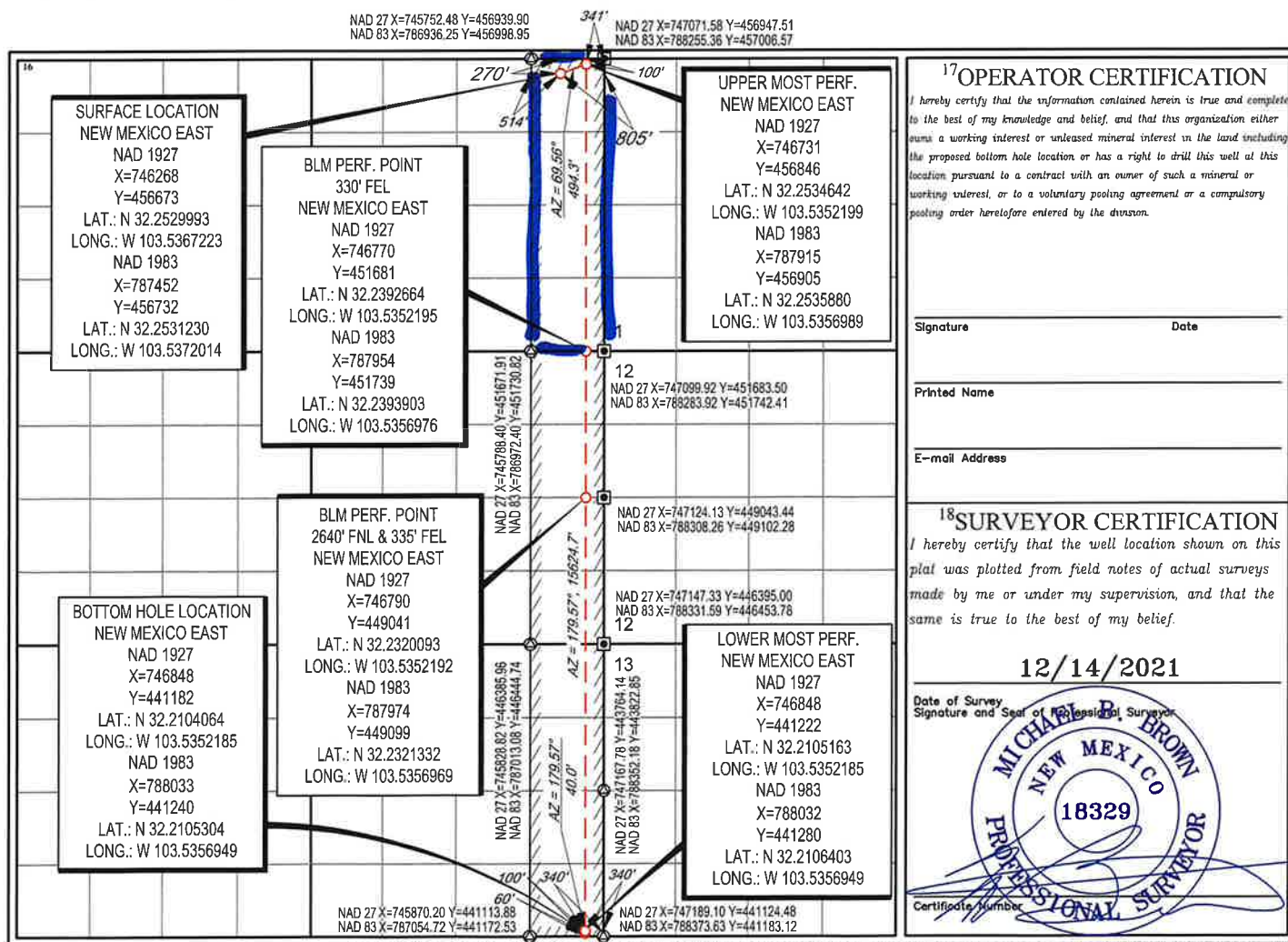
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	270'	NORTH	805'	EAST	LEA

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
P	14	24-S	33-E	-	60'	SOUTH	340'	EAST	LEA

¹² Dedicated Acres 479.60	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 96434	³ Pool Name Red Hills; Bone Spring North
⁴ Property Code	⁵ Property Name CHARLES LING 0214 FED COM	⁶ Well Number 134H
⁷ OGRID No.	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3639'

¹⁰Surface Location

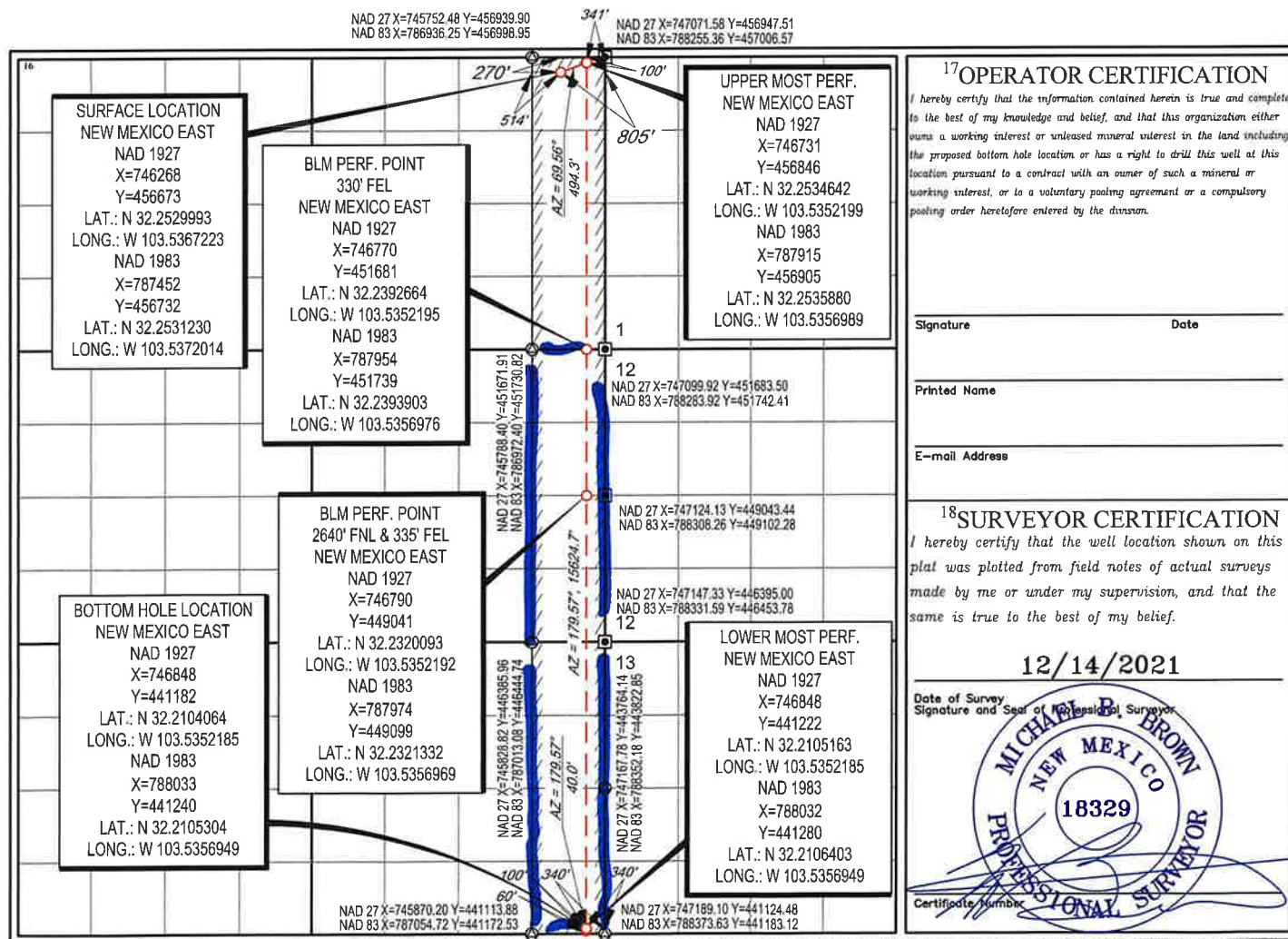
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	270'	NORTH	805'	EAST	LEA

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
P	14	24-S	33-E	-	60'	SOUTH	340'	EAST	LEA

¹² Dedicated Acres 479.60 317.60	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.



S:\SURVEY\MATADOR_RESOURCES\CHARLES_LING_02-24S-33E\FINAL_PRODUCT\SLD_CHARLES_LING_0214_FED_COM_134H_REV1.DWG 5/9/2022 2:38:40 PM adisabella

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 98135	³ Pool Name WC-025 G-09 S243310P; Upper Wolfcamp
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 222H
⁷ GRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3658'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	2	24-S	33-E	-	350'	NORTH	1860'	WEST	LEA

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
N	11	24-S	33-E	-	60'	SOUTH	2307'	WEST	LEA

¹² Dedicated Acres 319.85	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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¹⁶ 		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 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 _____ Date _____ Printed Name _____ E-mail Address _____
BLM PERF. POINT 2305' FWL NEW MEXICO EAST NAD 1927 X=744142 Y=451657 LAT.: N 32.2392559 LONG.: W 103.5437181 NAD 1983 X=785326 Y=451716 LAT.: N 32.2393797 LONG.: W 103.5441966	SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=743658 Y=456577 LAT.: N 32.2527893 LONG.: W 103.5451679 NAD 1983 X=784842 Y=456636 LAT.: N 32.2529130 LONG.: W 103.5456471	UPPER MOST PERF. NEW MEXICO EAST NAD 1927 X=744104 Y=456830 LAT.: N 32.2534754 LONG.: W 103.5437171 NAD 1983 X=785288 Y=456889 LAT.: N 32.2535991 LONG.: W 103.5441963
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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.

07/13/2022

Date of Survey
Signature and Seal of Professional Surveyor

MICHAEL B. BROWN
NEW MEXICO
18329
PROFESSIONAL SURVEYOR
Certificate Number

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¹ API Number	² Pool Code 98135	³ Pool Name WC-025 G-09 S243310P; Upper Wolfcamp
⁴ Property Code	⁵ Property Name CHARLES LING 0211 FED COM	⁶ Well Number 223H
⁷ GRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3636'

¹⁰Surface Location

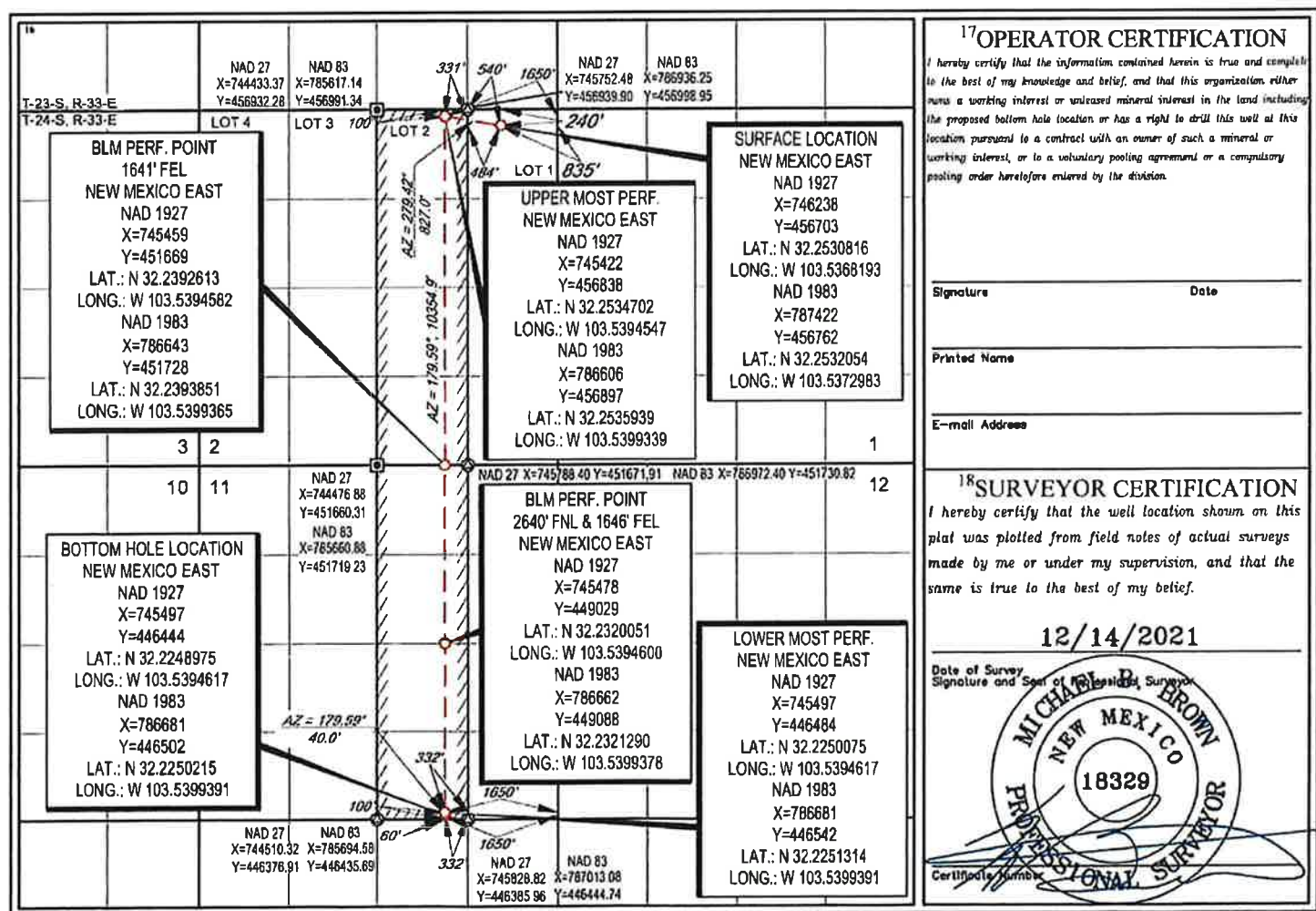
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	240'	NORTH	835'	EAST	LEA

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	11	24-S	33-E	-	60'	SOUTH	1650'	EAST	LEA

¹² Dedicated Acres 319.73	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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**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 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 _____ Date _____

Printed Name _____

E-mail Address _____

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.

12/14/2021

Date of Survey
Signature and Seal of Professional Surveyor

MICHAEL D. BROWN
NEW MEXICO
18329
PROFESSIONAL SURVEYOR

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 98135	³ Pool Name WC-0250-09 5243310P; Upper Wolfcamp
⁴ Property Code	⁵ Property Name CHARLES LING 0214 FED COM	⁶ Well Number 224H
⁷ GRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3638'

¹⁰Surface Location

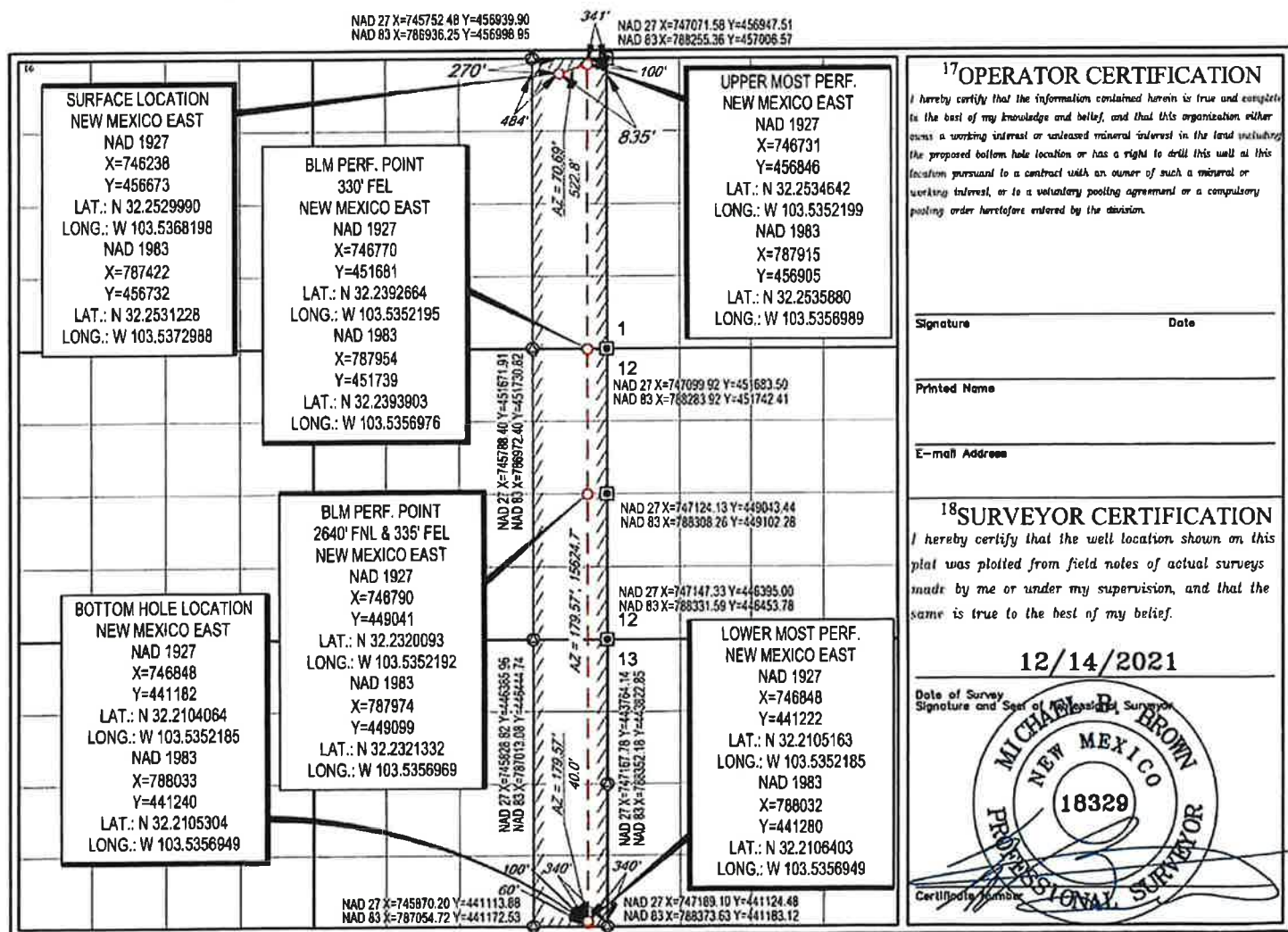
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	2	24-S	33-E	-	270'	NORTH	835'	EAST	LEA

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
P	14	24-S	33-E	-	60'	SOUTH	340'	EAST	LEA

¹² Dedicated Acres 479.60	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.



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

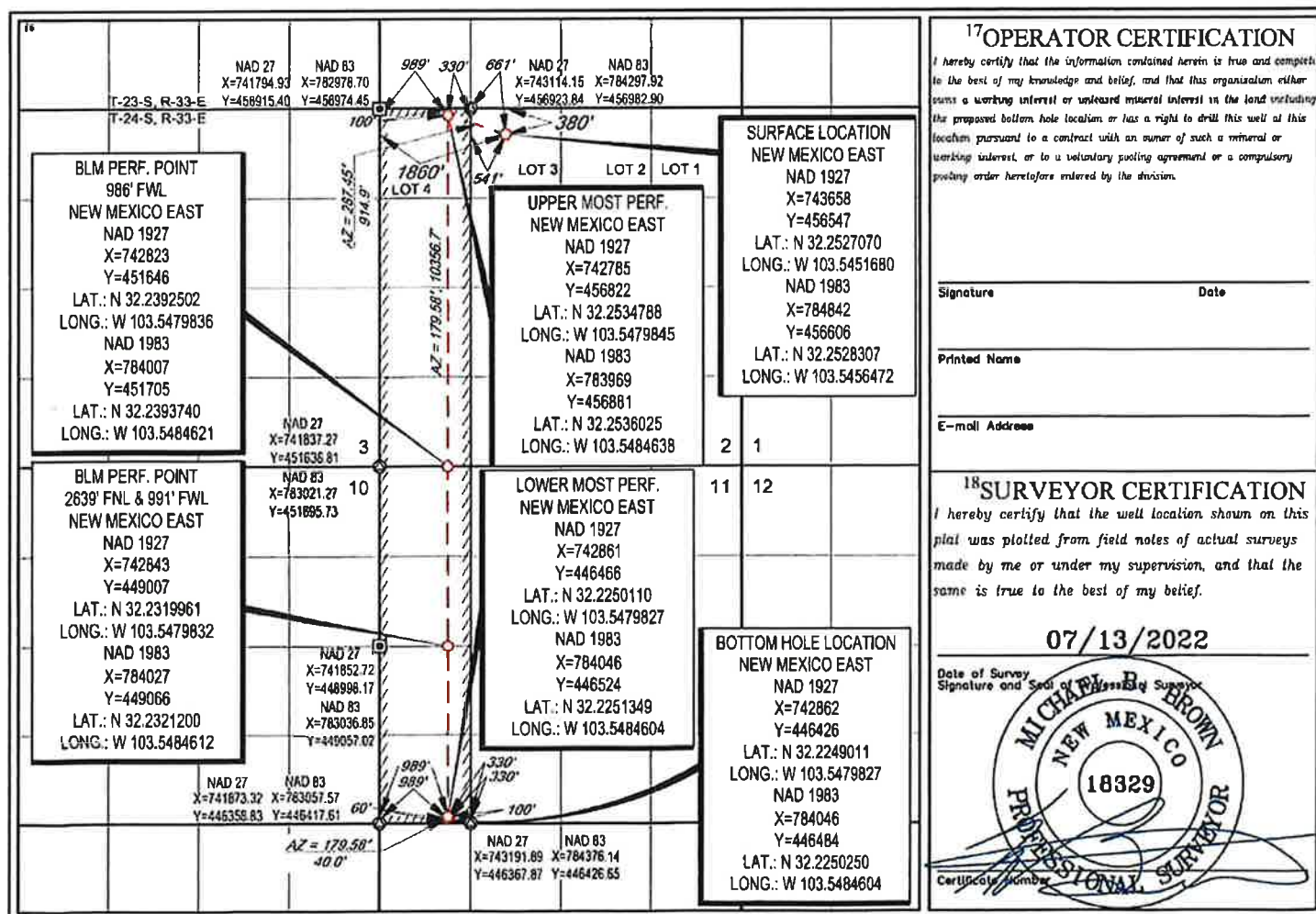
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code 98135		³ Pool Name WL-025 G-09 5243310P; Upper Wolfcamp	
⁴ Property Code		⁵ Property Name CHARLES LING 0211 FED COM			⁶ Well Number 221H
⁷ GRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3657'
¹⁰ Surface Location					
UL or lot no. 3	Section 2	Township 24-S	Range 33-E	Lot Idn -	Feet from the 380'
				North/South line NORTH	Feet from the 1860'
				East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. M	Section 11	Township 24-S	Range 33-E	Lot Idn -	Feet from the 60'
				North/South line SOUTH	Feet from the 989'
				East/West line WEST	County LEA
¹² Dedicated Acres 319.98		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.



NM State Land Office
Oil, Gas, & Minerals Division

EXHIBIT

4

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11,
Sect(s) 2, 11, T 24S, R 33E, NMPM Lea County, NM
containing 319.98 acres, more or less, and this agreement shall include only the
Bone Spring Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #131H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Charles Ling 0211 Fed Com #131H – State Comm Agreement

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.98 acres in Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #131H

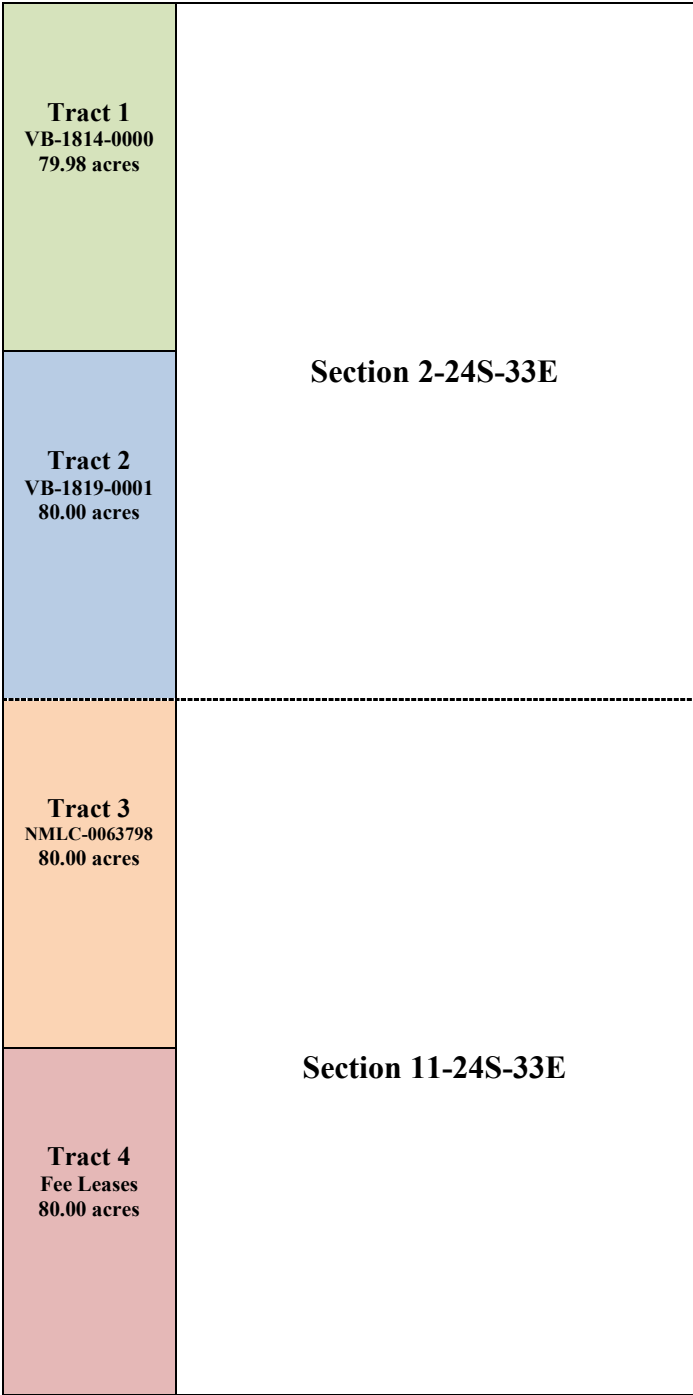


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 4 (NW4NW4), SW4NW4

Number of Acres: 79.98

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: W2SW4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2NW4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #131H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.98	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.98	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Bone Spring Oil** well designated the **Charles Ling 0211 Fed Com 131H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico

Containing **319.98** acres, and this agreement shall include only the **3rd Bone Spring** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 131H**.

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 131H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 131H** well 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 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

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 the **Charles Ling 0211 Fed Com 131H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 131H** well: 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 **Charles Ling 0211 Fed Com 131H** well 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.

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering 319.98 acres in Lot 4, SW4NW4, W2SW4, Section 2, and W2W2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 131H

Tract 1: VB-1814-0000 79.98 Acres		Sec 2, T24S-R33E	
Tract 2: VB-1819-0001 80.00 Acres			
Tract 3: NMNM 105419338 80.00 Acres		Sec 11, T24S-R33E	
Tract 4: Fee 80.00 Acres			

Charles Ling 0211 Fed Com 131H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 4, SW4NW4, W2SW4, Section 2, and W2W2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 4, SW4NW4

Number of Acres: 79.98 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: W2SW4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2NW4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2SW4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.98	24.97%
2	80.00	25.01%
3	80.00	25.01%
4	<u>80.00</u>	<u>25.01%</u>
Total	319.98	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11,

Sect(s) 2, 11, T 24S, R 33E, NMPM Lea County, NM

containing 319.85 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil and gas

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #132H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Charles Ling 0211 Fed Com #132H – State Comm Agreement

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.85 acres in Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #132H

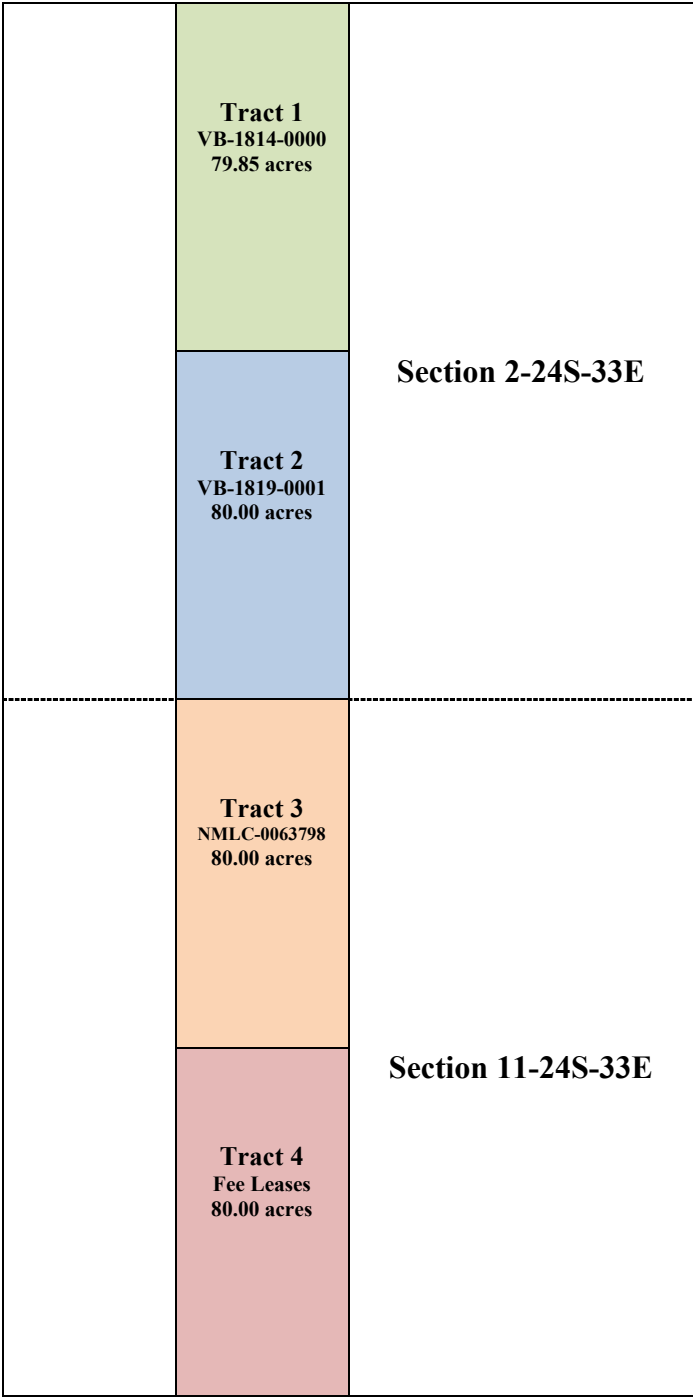


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 3 (NE4NW4), SE4NW4

Number of Acres: 79.85

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: E2SW4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2NW4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #132H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.85	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.85	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Bone Spring Oil** well designated the **Charles Ling 0211 Fed Com 132H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

**Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **319.85** acres, and this agreement shall include only the **3rd Bone Spring** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 132H**.

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 132H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 132H** well 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 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

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 the **Charles Ling 0211 Fed Com 132H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 132H** well: 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 **Charles Ling 0211 Fed Com 132H** well 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.

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 132H Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering 319.85 acres in Lot 3, SE4NW4, E2SW4, Section 2, and E2W2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 132H

	Tract 1: VB-1814-0000 79.85 Acres	Sec 2, T24S-R33E	
	Tract 2: VB-1819-0001 80.00 Acres		
	Tract 3: NMNM 105419338 80.00 Acres	Sec 11, T24S-R33E	
	Tract 4: Fee 80.00 Acres		

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 3, SE4NW4, E2SW4, Section 2, and E2W2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 3, SE4NW4

Number of Acres: 79.85 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: E2SW4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2NW4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2SW4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.85	24.97%
2	80.00	25.01%
3	80.00	25.01%
4	<u>80.00</u>	<u>25.01%</u>
Total	319.85	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11 _____,

Sect(s) 2, 11 _____, T 24S _____, R 33E _____, NMPM Lea _____ County, NM

containing 319.73 _____ acres, more or less, and this agreement shall include only the

Bone Spring _____ Formation

or pool, underlying said lands and the oil and gas _____

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #133H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Charles Ling 0211 Fed Com #133H – State Comm Agreement

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.73 acres in Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #133H

Section 2-24S-33E	Tract 1 VB-1814-0000 79.73 acres	
	Tract 2 VB-1819-0001 80.00 acres	
Section 11-24S-33E	Tract 3 NMLC-0063798 80.00 acres	
	Tract 4 Fee Leases 80.00 acres	

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 2 (NW4NE4), SW4NE4

Number of Acres: 79.73

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: W2SE4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2NE4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #133H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases
Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2SE4
Number of Acres: 80.00
Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.73	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.73	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Bone Spring Oil** well designated the **Charles Ling 0211 Fed Com 133H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

**Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **319.73** acres, and this agreement shall include only the **3rd Bone Spring** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 133H**.

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 133H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 133H** well 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 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

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 the **Charles Ling 0211 Fed Com 133H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 133H** well: 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 **Charles Ling 0211 Fed Com 133H** well 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.

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

EXHIBIT "A"

Plat of communitized area covering 319.73 acres in Lot 2, SW4NE4, W2SE4, Section 2,
and W2E2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 133H

Sec 2, T24S-R33E		Tract 1: VB-1814-0000 79.73 Acres	
		Tract 2: VB-1819-0001 80.00 Acres	
Sec 11, T24S-R33E		Tract 3: NMNM 105419338 80.00 Acres	
		Tract 4: Fee 80.00 Acres	

Charles Ling 0211 Fed Com 133H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 2, SW4NE4, W2SE4, Section 2, and W2E2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 2, SW4NE4

Number of Acres: 79.73 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: W2SE4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2NE4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2SE4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.73	24.94%
2	80.00	25.02%
3	80.00	25.02%
4	<u>80.00</u>	<u>25.02%</u>
Total	319.73	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14 _____,

Sect(s) 2, 11, 14, T 24S _____, R 33E _____, NMPM Lea _____ County, NM

containing 479.60 _____ acres, more or less, and this agreement shall include only the

Bone Spring _____ Formation

or pool, underlying said lands and the oil and gas _____

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0214 Fed Com #134H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 479.60 acres in Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0214 Fed Com #134H

Section 2-24S-33E	Tract 1 VB-1814-0000 79.60 acres
	Tract 2 VB-1819-0001 80.00 acres
Section 11-24S-33E	Tract 3 NMLC-0063798 80.00 acres
Section 14-24S-33E	Tract 4 Fee Leases 240.00 acres

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 1 (NE4NE4), SE4NE4

Number of Acres: 79.60

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: E2SE4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2NE4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0214 Fed Com #134H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2SE4
Section 14: E2E2

Number of Acres: 240.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.60	16.60
2	80.00	16.68
3	80.00	16.68
4	240.00	50.04
Total	479.60	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Bone Spring Oil** well designated the **Charles Ling 0214 Fed Com 134H** (Subject Well) in Sections **2, 11 & 14** Township **24S** Range **33E**

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:

**Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Section 11 & 14,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **479.60** acres, and this agreement shall include only the **3rd Bone Spring** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

well bore of **Charles Ling 0214 Fed Com 134H**.

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0214 Fed Com 134H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0214 Fed Com 134H** well 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 1/8th or 12 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 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

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 the **Charles Ling 0214 Fed Com 134H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0214 Fed Com 134H** well: 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 **Charles Ling 0214 Fed Com 134H** well 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.

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

EXHIBIT "A"

Plat of communitized area covering **479.60** acres in **Lot 1, SE4NE4, E2SE4, Section 2, and E2E2 of Section 11 & 14, 24S, 33E, Lea County, New Mexico.**

Charles Ling 0214 Fed Com 134H

Sec 2, T24S-R33E			Tract 1: VB-1814-0000 79.60 Acres
			Tract 2: VB-1819-0001 80.00 Acres
Sec 11, T24S-R33E			Tract 3: NMNM 105419338 80.00 Acres
			Tract 4: Fee 240.00 Acres
Sect 14, T24S-R33E			

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 1, SE4NE4, E2SE4, Section 2, and E2E2 of Section 11 & 14, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 2, SE4NE4

Number of Acres: 79.60 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: E2SE4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2NE4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2SE4
Section 14: E2E2

Number of Acres: 240.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.60	16.60%
2	80.00	16.68%
3	80.00	16.68%
4	<u>240.00</u>	<u>50.04%</u>
Total	479.60	100.00%

Charles Ling 0214 Fed Com 134H Federal Comm Agreement

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

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

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11,
Sect(s) 2, 11, T 24S, R 33E, NMPM Lea County, NM
containing 319.98 acres, more or less, and this agreement shall include only the
Wolfcamp Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #221H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Charles Ling 0211 Fed Com #221H – State Comm Agreement

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.98 acres in Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #221H

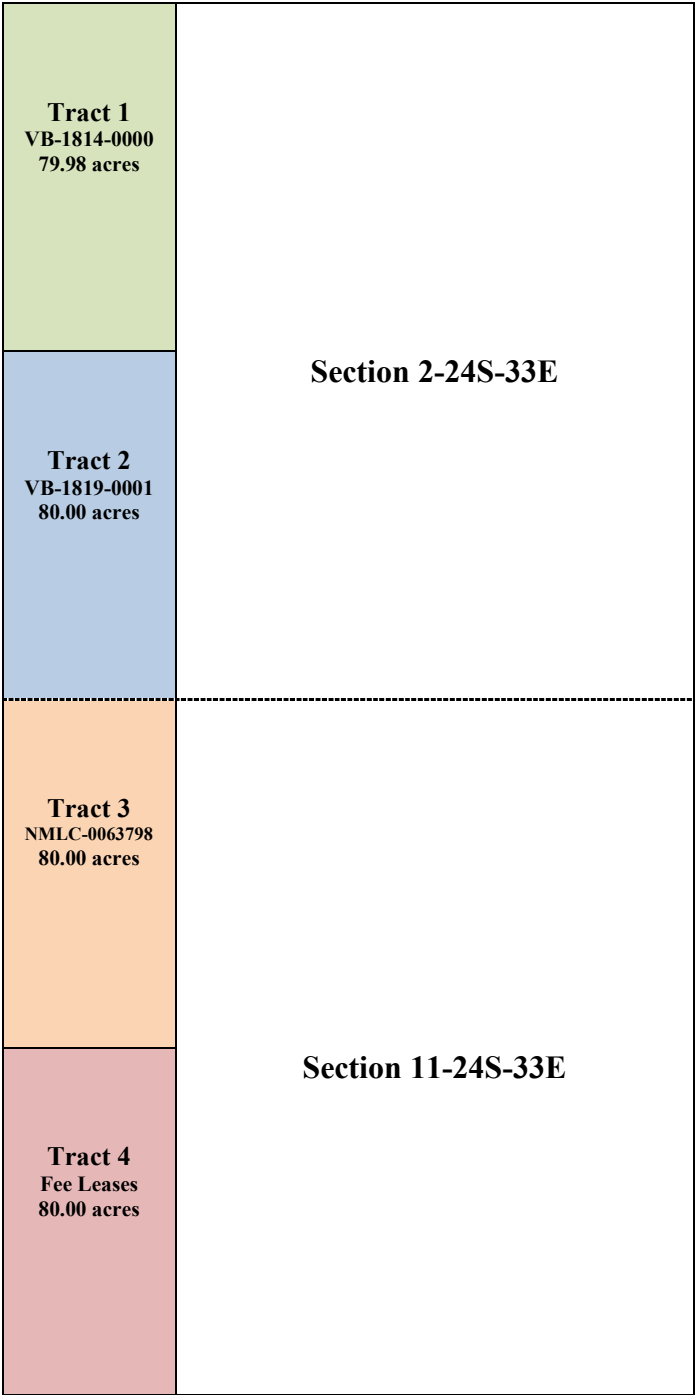


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 4 (NW4NW4), SW4NW4

Number of Acres: 79.98

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: W2SW4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2NW4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #221H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.98	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.98	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Wolfcamp Oil** well designated the **Charles Ling 0211 Fed Com 221H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

**Lot 4 (NW4NW4), SW4NW4, W2SW4 of Section 2, W2W2 of Section 11,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **319.98** acres, and this agreement shall include only the **Wolfcamp B** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 221H**.

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 221H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 221H** well 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 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

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 the **Charles Ling 0211 Fed Com 221H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 221H** well: 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 **Charles Ling 0211 Fed Com 221H** well 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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering 319.98 acres in Lot 4, SW4NW4, W2SW4, Section 2, and W2W2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 221H

Tract 1: VB-1814-0000 79.98 Acres		Sec 2, T24S-R33E	
Tract 2: VB-1819-0001 80.00 Acres			
Tract 3: NMNM 105419338 80.00 Acres		Sec 11, T24S-R33E	
Tract 4: Fee 80.00 Acres			

Charles Ling 0211 Fed Com 221H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 4, SW4NW4, W2SW4, Section 2, and W2W2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 4, SW4NW4

Number of Acres: 79.98 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: W2SW4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2NW4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2SW4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.98	24.97%
2	80.00	25.01%
3	80.00	25.01%
4	<u>80.00</u>	<u>25.01%</u>
Total	319.98	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11,

Sect(s) 2, 11, T 24S, R 33E, NMPM Lea County, NM

containing 319.85 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the oil and gas

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #222H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Charles Ling 0211 Fed Com #222H – State Comm Agreement

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.85 acres in Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #222H

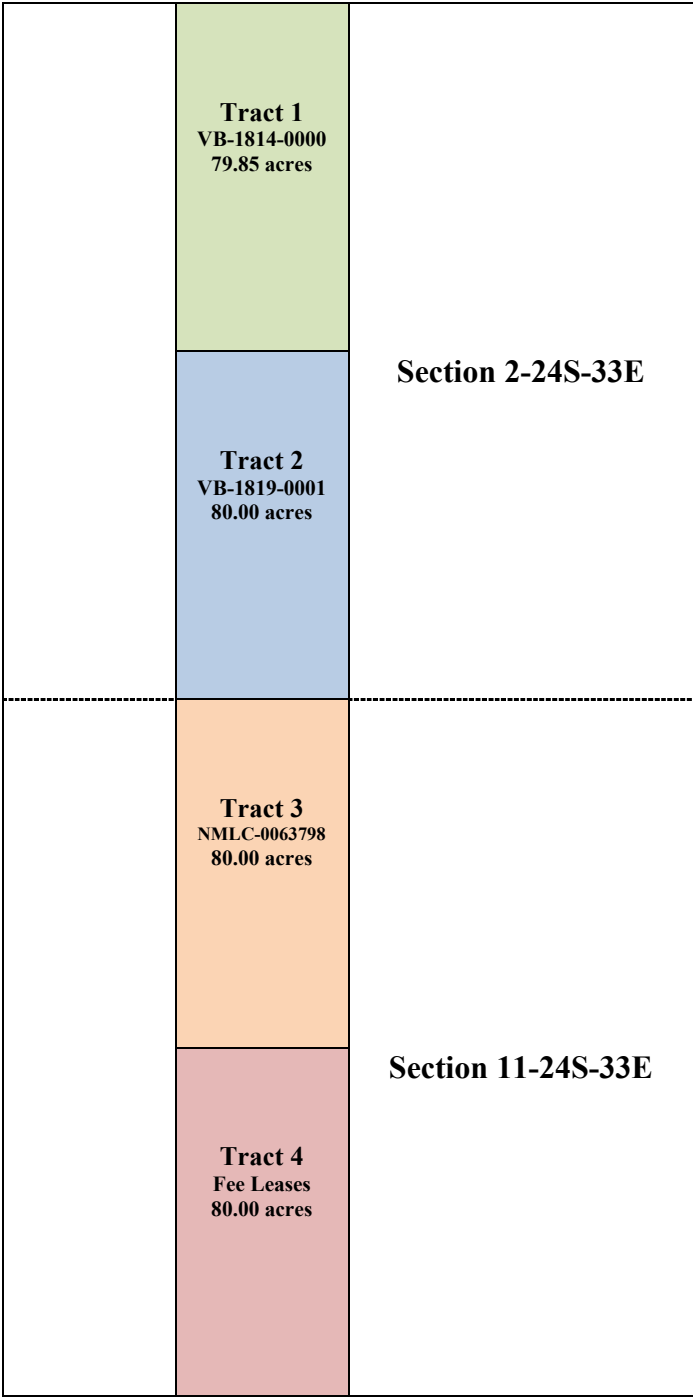


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 3 (NE4NW4), SE4NW4

Number of Acres: 79.85

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: E2SW4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2NW4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #222H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.85	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.85	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Wolfcamp Oil** well designated the **Charles Ling 0211 Fed Com 222H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

**Lot 3 (NE4NW4), SE4NW4, E2SW4 of Section 2, E2W2 of Section 11,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **319.85** acres, and this agreement shall include only the **Wolfcamp B** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 222H**.

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 222H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 222H** well 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 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

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 the **Charles Ling 0211 Fed Com 222H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 222H** well: 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 **Charles Ling 0211 Fed Com 222H** well 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.

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering 319.85 acres in Lot 3, SE4NW4, E2SW4, Section 2,
and E2W2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 222H

	Tract 1: VB-1814-0000 79.85 Acres	Sec 2, T24S-R33E	
	Tract 2: VB-1819-0001 80.00 Acres		
	Tract 3: NMNM 105419338 80.00 Acres	Sec 11, T24S-R33E	
	Tract 4: Fee 80.00 Acres		

Charles Ling 0211 Fed Com 222H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 3, SE4NW4, E2SW4, Section 2, and E2W2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: Lot 3, SE4NW4

Number of Acres: 79.85 Acres

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating LLC
Concho Oil & Gas LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 2: E2SW4

Number of Acres: 80.00 Acres

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2NW4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2SW4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.85	24.97%
2	80.00	25.01%
3	80.00	25.01%
4	<u>80.00</u>	<u>25.01%</u>
Total	319.85	100.00%

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

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

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11 _____,

Sect(s) 2, 11 _____, T 24S _____, R 33E _____, NMPM Lea _____ County, NM

containing 319.73 _____ acres, more or less, and this agreement shall include only the

Wolfcamp _____ Formation

or pool, underlying said lands and the oil and gas _____

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0211 Fed Com #223H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 319.73 acres in Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0211 Fed Com #223H

Section 2-24S-33E	Tract 1 VB-1814-0000 79.73 acres	
	Tract 2 VB-1819-0001 80.00 acres	
Section 11-24S-33E	Tract 3 NMLC-0063798 80.00 acres	
	Tract 4 Fee Leases 80.00 acres	

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 2 (NW4NE4), SW4NE4

Number of Acres: 79.73

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: W2SE4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2NE4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0211 Fed Com #223H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: W2SE4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.73	24.97
2	80.00	25.01
3	80.00	25.01
4	80.00	25.01
Total	319.73	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Wolfcamp Oil** well designated the **Charles Ling 0211 Fed Com 223H** (Subject Well) in Sections **2 & 11** Township **24S** Range **33E**

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:

**Lot 2 (NW4NE4), SW4NE4, W2SE4 of Section 2, W2E2 of Section 11,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **319.73** acres, and this agreement shall include only the **Wolfcamp B** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the well bore of **Charles Ling 0211 Fed Com 223H**.

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0211 Fed Com 223H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0211 Fed Com 223H** well 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 $\frac{1}{8}$ 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 $\frac{7}{8}$ 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 the **Charles Ling 0211 Fed Com 223H** well 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 **April 1, 2024**, 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 from the **Charles Ling 0211 Fed Com 223H** well: 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 **Charles Ling 0211 Fed Com 223H** well 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.

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas,
personally appeared Kyle Perkins, known to me to be the Senior Vice President and
Assistant General Counsel

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

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering 319.73 acres in Lot 2, SW4NE4, W2SE4, Section 2,
and W2E2 of Section 11, 24S, 33E, Lea County, New Mexico.

Charles Ling 0211 Fed Com 223H

Sec 2, T24S-R33E		Tract 1: VB-1814-0000 79.73 Acres	
		Tract 2: VB-1819-0001 80.00 Acres	
Sec 11, T24S-R33E		Tract 3: NMNM 105419338 80.00 Acres	
		Tract 4: Fee 80.00 Acres	

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 2, SW4NE4, W2SE4, Section 2, and W2E2 of Section 11, 24S, 33E, Lea County, New Mexico.**

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

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

Lease Serial Number:	VB-1814-0000
Description of Land Committed:	Township 24 South, Range 33 East, NMPM, Section 2: Lot 2, SW4NE4
Number of Acres:	79.73 Acres
Current Lessee of Record:	The Allar Company
Name and Percent of Working Interest Owners:	COG Operating LLC Concho Oil & Gas LLC Allar Development, LLC

Tract No. 2

Lease Serial Number:	VB-1819-0001
Description of Land Committed:	Township 24 South, Range 33 East, NMPM, Section 2: W2SE4
Number of Acres:	80.00 Acres
Current Lessee of Record:	EOG Resources, Inc.
Name and Percent of Working Interest Owners:	EOG Resources, Inc. Oxy Y-1 Company

Charles Ling 0211 Fed Com 223H Federal Comm Agreement

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2NE4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: W2SE4

Number of Acres: 80.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.73	24.94%
2	80.00	25.02%
3	80.00	25.02%
4	<u>80.00</u>	<u>25.02%</u>
Total	319.73	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised March, 2024

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14 _____,

Sect(s) 2, 11, 14, T 24S _____, R 33E _____, NMPM Lea _____ County, NM

containing 479.60 _____ acres, more or less, and this agreement shall include only the

Wolfcamp _____ Formation

or pool, underlying said lands and the oil and gas _____

(hereinafter referred to as "communitized substances") producible from such formation.

Charles Ling 0214 Fed Com #224H – State Comm Agreement

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April Month 1st Day, 2024 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

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

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

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

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

MRC Permian Company

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on _____, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel, for MRC Permian Company, a Texas corporation, on behalf of said corporation.

Signature of Notarial Officer

My commission expires _____

EXHIBIT “A”

Plat of communitized area covering 479.60 acres in Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14, Township 24 South, Range 33 East, Lea County, New Mexico.

Charles Ling 0214 Fed Com #224H

Section 2-24S-33E	Tract 1 VB-1814-0000 79.60 acres
	Tract 2 VB-1819-0001 80.00 acres
Section 11-24S-33E	Tract 3 NMLC-0063798 80.00 acres
Section 14-24S-33E	Tract 4 Fee Leases 240.00 acres

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **April 1, 2024**, embracing the following described land in the **Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Sections 11 & 14, Township 24 South, Range 33 East, Lea County, New Mexico.**

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

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

Lease Serial Number: VB-1814-0000

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: Lot 1 (NE4NE4), SE4NE4

Number of Acres: 79.60

Current Lessee of Record: The Allar Company

Name and Percent of Working Interest Owners: COG Operating, LLC
Concho Oil & Gas, LLC
Allar Development, LLC

Tract No. 2

Lease Serial Number: VB-1819-0001

Description of Land Committed: Township 24 South, Range 33 East,
Section 2: E2SE4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

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

Tract No. 3

Lease Serial Number: NMLC-0063798

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2NE4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating, LLC
XTO Holdings, LLC
Murchison Oil and Gas, LLC

Charles Ling 0214 Fed Com #224H – State Comm Agreement

Tract No. 4

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 33 East,
Section 11: E2SE4
Section 14: E2E2

Number of Acres: 240.00

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	79.60	16.60
2	80.00	16.68
3	80.00	16.68
4	240.00	50.04
Total	479.60	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **April, 2024**, 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 have drilled a **Wolfcamp Oil** well designated the **Charles Ling 0214 Fed Com 224H** (Subject Well) in Sections **2, 11 & 14** Township **24S** Range **33E**

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:

**Lot 1 (NE4NE4), SE4NE4, E2SE4 of Section 2, E2E2 of Section 11 & 14,
Township 24 South, Range 33 East, Lea County, New Mexico**

Containing **479.60** acres, and this agreement shall include only the **Wolfcamp B** underlying said lands and the **crude oil and associated natural gas** hereafter referred to as "communitized substances," producible from such formation and only through the

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

well bore of **Charles Ling 0214 Fed Com 224H**.

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 LBJ Freeway, Suite 1500, Dallas, TX 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 insofar as the production from **Charles Ling 0214 Fed Com 224H** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Charles Ling 0214 Fed Com 224H** well 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 1/8th or 12 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 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

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 the **Charles Ling 0214 Fed Com 224H** well 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

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

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 **April 1, 2024**, 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 from the **Charles Ling 0214 Fed Com 224H** well: 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 **Charles Ling 0214 Fed Com 224H** well 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.

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

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: Kyle Perkins, Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Matador Production Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

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

MRC Permian Company

By: _____

Kyle Perkins, Senior Vice President and Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel 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

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

EXHIBIT "A"

Plat of communitized area covering **479.60** acres in **Lot 1, SE4NE4, E2SE4, Section 2, and E2E2 of Section 11 & 14, 24S, 33E, Lea County, New Mexico.**

Charles Ling 0214 Fed Com 224H

Sec 2, T24S-R33E			Tract 1: VB-1814-0000 79.60 Acres
			Tract 2: VB-1819-0001 80.00 Acres
Sec 11, T24S-R33E			Tract 3: NMNM 105419338 80.00 Acres
			Tract 4: Fee 240.00 Acres
Sect 14, T24S-R33E			

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

EXHIBIT “B”

To Communitization Agreement Dated **April 1, 2024** embracing the following described land in **Lot 1, SE4NE4, E2SE4, Section 2, and E2E2 of Section 11 & 14, 24S, 33E, Lea County, New Mexico.**

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

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

Lease Serial Number:	VB-1814-0000
Description of Land Committed:	Township 24 South, Range 33 East, NMPM, Section 2: Lot 2, SE4NE4
Number of Acres:	79.60 Acres
Current Lessee of Record:	The Allar Company
Name and Percent of Working Interest Owners:	COG Operating LLC Concho Oil & Gas LLC Allar Development, LLC

Tract No. 2

Lease Serial Number:	VB-1819-0001
Description of Land Committed:	Township 24 South, Range 33 East, NMPM, Section 2: E2SE4
Number of Acres:	80.00 Acres
Current Lessee of Record:	EOG Resources, Inc.
Name and Percent of Working Interest Owners:	EOG Resources, Inc. Oxy Y-1 Company

Charles Ling 0214 Fed Com 224H Federal Comm Agreement

Tract No. 3

Lease Serial Number: NMNM105419338

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2NE4

Number of Acres: 80.00 Acres

Current Lessee of Record: Devon Energy Production Company, L.P.

Name and Percent of Working Interest Owners: MRC Permian Company
COG Operating LLC
XTO Holdings, LLC
Murchison Oil & Gas, LLC

Tract No. 4

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 33 East, NMPM,
Section 11: E2SE4
Section 14: E2E2

Number of Acres: 240.00 Acres

Name and Percent of Working Interest Owners: MRC Permian Company

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	79.60	16.60%
2	80.00	16.68%
3	80.00	16.68%
4	<u>240.00</u>	<u>50.04%</u>
Total	479.60	100.00%

820MT I BPEOR NM, LLC	201 Main Street, Suite 2300	Fort Worth	TX	76102
820MT II BPEOR NM, LLC	201 Main Street, Suite 2300	Fort Worth	TX	76102
A. Gene Lenamond (Life Estate)	2105 Kipling	Baytown	TX	77520
Alexander Castro	2723 WagonWheel Drive	Carrollton	TX	75006
Allar Development LLC	P O Box 1567	Graham	TX	76450
Ben Smith	3121 Sieber Dr	Arlington	TX	76016
Betsy Bond	43-10 48th Avenue, Apt. 3U	Woodside	NY	11377
Betty Jean Holland and E. Horace Holland, as Joint Tenants with Rights of Survivorship	35 Ruby Ct	Muscleshoals	AL	35661
Breck Marshall	77 CR 4171	Pittsburg	TX	75686
Brigham Royalties Fund 1 Holdco, LLC	5914 West Courtyard Drive, Suite 200	Austin	TX	78730
CCJR Properties, LLC	349 Keller Parkway	Keller	TX	76248
Claire Chilton Lopez	5162 S Quintero St	Centennial	CO	80015
COG Operating LLC	600 W. Illinois Ave	Midland	TX	79701
Concho Oil & Gas LLC	600 W. Illinois Ave	Midland	TX	79701
Concho Oil & Gas, LLC	600 W. Illinois Ave	Midland	TX	79701
CrownRock Minerals, LP	PO BOX 51933	Midland	TX	79710
Daniel Castro	292 Pintail Place	Glimer	TX	75645
Devon Energy Production Company, L.P.	333 West Sheridan Avenue	Oklahoma City	OK	73102
Edward Castro	292 Pintail Place	Glimer	TX	75645
EG3, Inc.	P O Box 1567	Graham	TX	76450
EOG Resources, Inc.	5509 Champions Drive	Midland	TX	79706
Ewell H. Muse, III	230 W Sunset RD APT 1128	San Antonio	TX	78209
Fine Line BPEOR NM, LLC	201 Main Street, Suite 2300	Fort Worth	TX	76102
Fortis Minerals II, LLC	PO BOX 470788	Fort Worth	TX	76147
Franklin Resources LP	4520 S Downing Cir	Englwood	CO	80113
Gordon McMinn	1000 Amanda Drive	Mansfield	TX	76063
IITFWI, LLC	292 Pintail Place	Glimer	TX	75645
J. D. Murchison Interests, Inc.	7250 Dallas Parkway, Suite 1400	Dallas	TX	75024
Jamie E. Jennings and George J. Lee, Trustees of the Jennings-Lee Trust dated 9/18/2017	P O Box 670326	Dallas	TX	75367-0326
Joe John Bond	1159 Oak Forest Drive	Fort Worth	TX	76114

Joe Steven Williams and Lela Mae Williams, Trustees of the Joe & Lela Williams 2001 Family Trust dated January 16, 2001	1602 Mission	Carlsbad	NM	88220
John C. Ryan, IV	6229 Genoa Road	Fort Worth	TX	76116
John C. Thomas	P O Box 6881	San Antonio	TX	
John Lawrence Chilton	4949 Corriente Lane	Fort Worth	TX	76126
Judith L. Nusser and Martin G. Nusser, Co-Trustees of the Judith L. Nusser Revocable Trust	P O Box 1925	Garden City	KS	67846
Katherine K. McIntyre	512 Thunder Crest Lane	El Paso	TX	79912
Keystone O&G Multi-State, LLC	201 Main Street, Suite 2700	Fort Worth	TX	76102
KWCL Properties	307 West 7th Street, Suite 1705	Fort Worth	TX	76102
LMBI O&G Multi-State, L.L.C.	201 Main Street, Suite 2700	Fort Worth	TX	76102
Martin G. Nusser and Judith L. Nusser, Co-Trustees of the Martin G. Nusser Revocable Trust	P O Box 1925	Garden City	KS	67846
MEC Petroleum Corp.	P O Box 11265	Midland	TX	79702
Mongoose Minerals LLC	600 W. Illinois Ave	Midland	TX	79701
MRC Permian Company	5400 LBJ Freeway, Suite 1500	Dallas	TX	75240
MSH Family Real Estate Partnership II, LLC	4143 Maple Ave, Suite 500	Dallas	TX	75219
Murchison Oil and Gas, LLC	7250 Dallas Parkway, Suite 1400	Plano	TX	75024
Nestegg Energy	2308 Sierra Vista Road	Artesia	NM	88210
OXY Y-1	5 Greenway Plaza, Suite 110	Houston	TX	77046
Pegasus Resources NM, LLC	P O Box 470698	Fort Worth	TX	76147
Pegasus Resources, LLC	P O Box 470698	Fort Worth	TX	76147
Pitt Hunting Club, LLC	292 Pintail Place	Glimer	TX	75645
Richard Royall Ryan	106 Morningview Circle	Boerne	TX	78006
RMB BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Roger John Allen and Nancy Edge Jennings Allen, Trustees of the Allen Family Revocable Trust dated 5/19/2000	3623 Overbrook Drive	Dallas	TX	75205
Santa Elena Minerals IV, LP	PO BOX 470788	Fort Worth	TX	76147
Sharbro Energy, LLC	PO BOX 840	Artesia	NM	88211

SMP Sidecar Titan Mineral Holdings, LP	4143 Maple Ave, Suite 500	Dallas	TX	75219
SMP Titan Flex, LP	4143 Maple Ave, Suite 500	Dallas	TX	75219
SMP Titan Mineral Holdings, LP	4143 Maple Ave, Suite 500	Dallas	TX	75219
SRBI O&G Multi-State, L.L.C.	201 Main Street, Suite 2600	Fort Worth	TX	76102
SRBMT I BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
SRBMT II BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Susan Jennings Croft, Katie Elizabeth Croft, and Justin Jennings Croft, as Co-Trustees of the Croft Living Trust, created by Trust Agreement dated 9/25/2020	11700 Preston Road, Suite 660, PMB 390	Dallas	TX	75230
Susan Ryan	5412 Benbridge Dr	Fort Worth	TX	75107
Tap Rock Excluded Minerals, LLC	523 Park Point Drive, Suite 200	Golden	CO	80401
Tap Rock Resources LLC	523 Park Point Drive, Suite 200	Golden	CO	80401
TD Minerals LLC	8111 Westchester Drive, Suite 900	Dallas	TX	75225
The Allar Co.	P O Box 1567	Graham	TX	76450
Thru Line O&G Multi-State, L.L.C.	201 Main Street, Suite 2600	Fort Worth	TX	76102
TRJ Investments, LLC	P O Box 1003	Glimer	TX	75644
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
Westco Family Limited Partnership	PO BOX 905	Glimer	TX	75644
XTO Holdings, LLC	22777 Springwoods Village Parkway	Spring	TX	77389



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

September 18, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease commingle) oil and gas production from spacing units comprised of Lots 1-4, S/2 N/2 and S/2 (All equivalent) of irregular Section 2, All of Section 11, and the E/2 E/2 of Section 14, Township 24 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands")

Ladies and Gentlemen:

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

32761599_v2

T 505.988.4421 F 505.983.6043
110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849
Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208
www.hollandhart.com

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008685	820MT I BPEOR NM, LLC	201 Main St Ste 2300	Fort Worth	TX	76102-3137	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008630	820MT II BPEOR NM, LLC	201 Main St Ste 2300	Fort Worth	TX	76102-3137	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008678	A. Gene Lenamond Life Estate	2105 Kipling St	Baytown	TX	77520-3521	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008111	Alexander Castro	2723 Wagonwheel Dr	Carrollton	TX	75006-4792	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008159	Allar Development LLC	PO Box 1567	Graham	TX	76450-7567	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008166	Ben Smith	3121 Sieber Dr	Dwg	TX	76016-2409	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008128	Betsy Bond	4310 48th Ave Apt 3U	Woodside	NY	11377-6202	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008197	Betty Jean Holland and E. Horace Holland, as Joint Tenants with Rights of Survivorship	35 Ruby Ct	Muscle Shoals	AL	35661-4114	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008142	Breck Marshall	77 County Road 4171	Pittsburg	TX	75686-4427	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008180	Brigham Royalties Fund 1 Holdco, LLC	5914 W Courtyard Dr Ste 200	Austin	TX	78730-4911	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008135	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008173	CCJR Properties, LLC	349 Keller Pkwy	Keller	TX	76248-2266	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008319	Claire Chilton Lopez	5162 S Quintero St	Centennial	CO	80015-2450	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008326	COG Operating LLC	600 W Illinois Ave	Midland	TX	79701-4882	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008302	Concho Oil & Gas LLC	600 W Illinois Ave	Midland	TX	79701-4882	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008395	Concho Oil & Gas, LLC	600 W Illinois Ave	Midland	TX	79701-4882	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008340	CrownRock Minerals, LP	PO Box 51933	Midland	TX	79710-1933	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008333	Daniel Castro	292 Pintail Pl	Gilmer	TX	75645-7466	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008371	Devon Energy Production Company, L.P.	333 W Sheridan Ave	Oklahoma City	OK	73102-5010	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008012	Edward Castro	292 Pintail Pl	Gilmer	TX	75645-7466	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008050	EG3, Inc.	PO Box 1567	Graham	TX	76450-7567	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008067	EOG Resources, Inc.	5509 Champions Dr	Midland	TX	79706-2843	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008005	Ewell H. Muse, III	230 W Sunset Rd Apt 1128	San Antonio	TX	78209-2690	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008098	Fine Line BPEOR NM, LLC	201 Main St Ste 2300	Fort Worth	TX	76102-3137	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008043	Fortis Minerals II, LLC	PO Box 470788	Fort Worth	TX	76147-0788	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008081	Franklin Resources LP	4520 S Downing Cir	Englewood	CO	80113-5954	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008036	Gordon McMinn	1000 Amanda Dr	Mansfield	TX	76063-3408	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008074	IITFWI, LLC	292 Pintail Pl	Gilmer	TX	75645-7466	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008418	J. D. Murchison Interests, Inc.	7250 Dallas Pkwy Ste 1400	Plano	TX	75024-5002	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008456	Jamie E. Jennings and George J. Lee, Trustees of the Jennings-Lee Trust dated 9/18/2017	PO Box 670326	Dallas	TX	75367-0326	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008463	Joe John Bond	1159 Oak Forest Dr	Fort Worth	TX	76114-4549	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008425	Joe Steven Williams and Lela Mae Williams, Trustees of the Joe & Lela Williams 2001 Family Trust dated January 16, 2001	1602 Mission Ave	Carlsbad	NM	88220-9644	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008401	John C. Ryan, IV	6229 Genoa Rd	Fort Worth	TX	76116-2025	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008494	John C. Thomas	PO Box 6881	San Antonio	TX	78209-0881	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008449	John Lawrence Chilton	4949 Corriente Ln	Fort Worth	TX	76126-1853	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008487	Judith L. Nusser and Martin G. Nusser, Co-Trustees of the Judith L. Nusser Revocable Trust	PO Box 1925	Garden City	KS	67846-1925	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008432	Katherine K. McIntyre	512 Thunder Crest Ln	El Paso	TX	79912-4251	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008517	Keystone O&G Multi-State, LLC	201 Main St Ste 2700	Fort Worth	TX	76102-3131	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008555	KWCL Properties	307 W 7th St Ste 1705	Fort Worth	TX	76102-5103	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008562	LMBI O&G Multi-State, L.L.C.	201 Main St Ste 2700	Fort Worth	TX	76102-3131	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008524	Martin G. Nusser and Judith L. Nusser, Co-Trustees of the Martin G. Nusser Revocable Trust	PO Box 1925	Garden City	KS	67846-1925	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008500	MEC Petroleum Corp.	PO Box 11265	Midland	TX	79702-8265	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487008593	Mongoose Minerals LLC	600 W Illinois Ave	Midland	TX	79701-4882	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008548	MRC Permian Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008586	MSH Family Real Estate Partnership II, LLC	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008531	Murchison Oil and Gas, LLC	7250 Dallas Pkwy Ste 1400	Plano	TX	75024-5002	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487008579	Nestegg Energy	2308 Sierra Vista Rd	Artesia	NM	88210-9409	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007213	New Mexico State Land Office	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487007251	OXY Y-1	5 Greenway Plz Ste 110	Houston	TX	77046-0521	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007268	Pegasus Resources NM, LLC	PO Box 470698	Fort Worth	TX	76147-0698	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007206	Pegasus Resources, LLC	PO Box 470698	Fort Worth	TX	76147-0698	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007299	Pitt Hunting Club, LLC	292 Pintail Pl	Gilmer	TX	75645-7466	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007244	Richard Royall Ryan	106 Morningview Cir	Boerne	TX	78006-9414	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007282	RMB BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487007237	Roger John Allen and Nancy Edge Jennings Allen Trustees of the Allen Family Revocable Trust dated 5/19/2000	3623 Overbrook Dr	Dallas	TX	75205-4326	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007817	Santa Elena Minerals IV, LP	PO Box 470788	Fort Worth	TX	76147-0788	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007855	Sharbro Energy, LLC	PO Box 840	Artesia	NM	88211-0840	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007862	SMP Sidecar Titan Mineral Holdings, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007824	SMP Titan Flex, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007893	SMP Titan Mineral Holdings, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

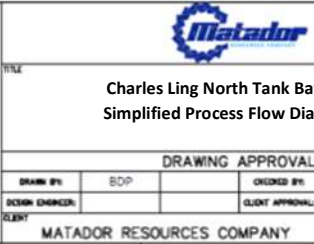
9402811898765487007848	SRBI O&G Multi-State, L.L.C.	201 Main St Ste 2600	Fort Worth	TX	76102-3134	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007886	SRBMT I BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007879	SRBMT II BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007718	Susan Jennings Croft, Katie Elizabeth Croft, and Justin Jennings Croft, as Co-Trustees of the Croft Living Trust, created by Trust Agree	11700 Preston Rd Ste 660 PMB 390	Dallas	TX	75230-2739	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007763	Susan Ryan	5412 Benbridge Dr	Fort Worth	TX	76107-3210	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007725	Tap Rock Excluded Minerals, LLC	523 Park Point Dr Ste 200	Golden	CO	80401-9387	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487007701	Tap Rock Resources LLC	523 Park Point Dr Ste 200	Golden	CO	80401-9387	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007794	TD Minerals LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007749	The Allar Co.	PO Box 1567	Graham	TX	76450-7567	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007732	Thru Line O&G Multi-State, L.L.C.	201 Main St Ste 2600	Fort Worth	TX	76102-3134	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007916	TRJ Investments, LLC	PO Box 1003	Gilmer	TX	75644-1003	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765487007961	Westco Family Limited Partnership	PO Box 905	Gilmer	TX	75644-0905	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

Matador Production Company - Charles Ling Commingling
Postal Delivery Report

9402811898765487007923	XTO Holdings, LLC	22777 Springwoods Village Pkwy	Spring	TX	77389-1425	Your shipment was received at 3:32 pm on September 18, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
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From: [Paula M. Vance](#)
To: [McClure, Dean, EMNRD](#); [Lowe, Leonard, EMNRD](#)
Subject: [EXTERNAL] Matador - Charles Ling Commingling / Action ID: 385224
Date: Monday, September 30, 2024 2:05:25 PM
Attachments: [image001.png](#)
[MRC - Charles Ling Commingling Affidavit\(33065812.1\).pdf](#)

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

Dean/Leonard,

Attached is the notice of publication affidavit for Matador - Charles Ling Commingling / Action ID: 385224. Please let me know if you need anything else on this one. Thanks.



Holland
& Hart

Paula Vance

Associate

HOLLAND & HART LLP

110 North Guadalupe Street, Suite 1, Santa Fe, NM 87501

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

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

Affidavit of PublicationSTATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
September 27, 2024
and ending with the issue dated
September 27, 2024.



Publisher

Sworn and subscribed to before me this
27th day of September 2024.



Business Manager

My commission expires
January 29, 2027

(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

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

Legal Notice (Publication)

To: All affected parties, including all heirs, devisees, and successors of: State of New Mexico Commissioner of Public Lands; Bureau of Land Management; 820MT II BPEOR NM, LLC; A. Gene Lenamond (Life Estate); Alexander Castro; Allar Development LLC; Ben Smith; Betsy Bond; Betty Jean Holland and E. Horace Holland, as Joint Tenants with Rights of Survivorship; Breck Marshall; Brigham Royalties Fund 1 Holdco, LLC; Bureau of Land Management; CCJR Properties, LLC; Claire Chilton Lopez; COG Operating LLC; Concho Oil & Gas LLC; Concho Oil & Gas, LLC; CrownRock Minerals, LP; Daniel Castro; Devon Energy Production Company, L.P.; Edward Castro; EG3, Inc.; EOG Resources, Inc.; Ewell H. Muse, III; Fine Line BPEOR NM, LLC; Fortis Minerals II, LLC; Franklin Resources LP; Gordon McMinn; IITFWI, LLC; J. D. Murchison Interests, Inc.; Jamie E. Jennings and George J. Lee, Trustees of the Jennings-Lee Trust dated 9/18/2017; Joe John Bond; Joe Steven Williams and Lela Mae Williams, Trustees of the Joe & Lela Williams 2001 Family Trust dated January 16, 2001; John C. Ryan, IV; John C. Thomas; John Lawrence Chilton; Judith L. Nusser and Martin G. Nusser, Co-Trustees of the Judith L. Nusser Revocable Trust; Katherine K. McIntyre; Keystone O&G Multi-State, LLC; KWCL Properties; LMBI O&G Multi-State, L.L.C.; Martin G. Nusser and Judith L. Nusser, Co-Trustees of the Martin G. Nusser Revocable Trust; MEC Petroleum Corp.; Mongoose Minerals LLC; MRC Permian Company; MSH Family Real Estate Partnership II, LLC; Murchison Oil and Gas, LLC; Nestegg Energy; New Mexico State Land Office; OXY Y-1 Pegasus Resources NM, LLC; Pegasus Resources, LLC; Pitt Hunting Club, LLC; Richard Royall Ryan; RMB BPEOR NM, LLC; Roger John Allen and Nancy Edge Jennings Allen, Trustees of the Allen Family Revocable Trust dated 5/19/2000; Santa Elena Minerals IV, LP; Sharbro Energy, LLC; SMP Sidecar Titan Mineral Holdings, LP; SMP Titan Flex, LP; SMP Titan Mineral Holdings, LP; SRBI O&G Multi-State, L.L.C.; SRBMT I BPEOR NM, LLC SRBMT II BPEOR NM, LLC; Susan Jennings Croft, Katie Elizabeth Croft, and Justin Jennings Croft, as Co-Trustees of the Croft Living Trust, created by Trust Agreement dated 9/25/2020; Susan Ryan; Tap Rock Excluded Minerals, LLC; Tap Rock Resources LLC; TD Minerals LLC; The Allar Co.; Thru Line O&G Multi-State, L.L.C.; TRJ Investments, LLC; Westco Family Limited Partnership; XTO Holdings, LLC.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease commingle) oil and gas production from spacing units comprised of Lots 1-4, S/2 N/2 and S/2 (All equivalent) of Irregular Section 2, All of Section 11, and the E/2 E/2 of Section 14, Township 24 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937) ("Matador"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the Charles Ling North Tank Battery insofar as all existing and future wells drilled in the following spacing units:

(a) The 319.98-acre spacing unit comprised of Lot 4, SW/4 NW/4, and W/2 SW/4 (W/2 W/2 equivalent) of irregular Section 2 and the W/2 W/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 131H** (API. No. 30-025-52936);

(b) The 319.85-acre spacing unit comprised of Lot 3, SE/4 NW/4, and E/2 SW/4 (E/2 W/2 equivalent) of irregular Section 2 and the E/2 W/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 132H** (API. No. 30-025-52937);

(c) The 319.73-acre spacing unit comprised of Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 equivalent) of irregular Section 2 and the W/2 E/2 of Section 11, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0211 Fed Com 133H** (API. No. 30-025-52938);

(d) The 479.60-acre spacing unit comprised of Lot 1, SE/4 NE/4, and E/2 SE/4 (E/2 E/2 equivalent) of irregular Section 2 and the E/2 E/2 of Sections 11 and 14, in the Red Hills; Bone Spring, North [96434] and Triple X; Bone Spring [59900] – currently dedicated to the **Charles Ling 0214 Fed Com 134H** (API. No. 30-025-52942);

(e) The 319.98-acre spacing unit comprised of Lot 4, SW/4 NW/4, and W/2 SW/4 (W/2 W/2 equivalent) of irregular Section 2 and the W/2 W/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 221H** (API. No. 30-025-52939);

(f) The 319.85-acre spacing unit comprised of Lot 3, SE/4 NW/4, and E/2 SW/4 (E/2 W/2 equivalent) of irregular Section 2 and the E/2 W/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 222H** (API. No. 30-025-52940);

(g) The 319.73-acre spacing unit comprised of Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 equivalent) of irregular Section 2 and the W/2 E/2 of Section 11, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0211 Fed Com 223H** (API. No. 30-025-52941);

(h) The 479.60-acre spacing unit comprised of Lot 1, SE/4 NE/4, and E/2 SE/4 (E/2 E/2 equivalent) of irregular Section 2 and the E/2 E/2 of Sections 11 and 14, in the WC-025 G-09 5243310P; Upper Wolfcamp [98135] – currently dedicated to the **Charles Ling 0214 Fed Com 224H** (API. No. 30-025-52943); and

(i) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Charles Ling North Tank Battery (located in the Lot 3 (NE/4 NW/4 equivalent) of irregular Section 2, Township 24 South, Range 33 East) with notice provided only to the owners of interests to be added.

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

#00294444

Well Name: CHARLES LING 0211 FED COM	Well Location: T24S / R33E / SEC 2 / LOT 1 / 32.2532057 / -103.5372014	County or Parish/State: LEA / NM
Well Number: 133H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMLC063798	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002552938	Operator: MATADOR PRODUCTION COMPANY	

Notice of Intent

Sundry ID: 2840471

Type of Submission: Notice of Intent	Type of Action: APD Change
Date Sundry Submitted: 03/06/2025	Time Sundry Submitted: 02:50
Date proposed operation will begin: 03/06/2025	

Procedure Description: BLM Bond NMB001079 Surety Bond No. RLB0015172 For the Charles Ling 0211 Fed Com 133H, the NMOCD has advised that the Section 11 acreage would be in the Red Hills; Bone Spring, North [96434] pool and the Section 2 acreage would be in the TRIPLE X; BONE SPRING [59900] pool. Matador is therefore filing this sundry to reflect this pool change for Section 11.

NOI Attachments

Procedure Description

- LO_CHARLES_LING_0211_FED_COM_133H_REV2_S_signedSec11a_20250306144727.pdf
- LO_CHARLES_LING_0211_FED_COM_133H_REV2_S_signedSec2_20250306144727.pdf

Received by OCD: 9/19/2024 2:44:22 PM

Page 191 of 217

Well Name: CHARLES LING 0211 FED COM	Well Location: T24S / R33E / SEC 2 / LOT 1 / 32.2532057 / -103.5372014	County or Parish/State: LEA / NM
Well Number: 133H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMLC063798	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002552938	Operator: MATADOR PRODUCTION COMPANY	

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: NICKY FITZGERALD	Signed on: MAR 06, 2025 02:10 PM
Name: MATADOR PRODUCTION COMPANY	
Title: Regulatory Consultant	
Street Address: 5400 LBJ FREEWAY STE 1500	
City: DALLAS	State: TX
Phone: (972) 371-5448	
Email address: nicky.fitzgerald@matadorresources.com	

Field

Representative Name:		
Street Address:		
City:	State:	Zip:
Phone:		
Email address:		

Form 3160-5
(June 2019)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0137
Expires: October 31, 2021

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.

5. Lease Serial No.	
6. If Indian, Allottee or Tribe Name	
7. If Unit of CA/Agreement, Name and/or No.	
8. Well Name and No.	
9. API Well No.	
10. Field and Pool or Exploratory Area	
11. Country or Parish, State	

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well		
<input type="checkbox"/> Oil Well	<input type="checkbox"/> Gas Well	<input type="checkbox"/> Other
2. Name of Operator		
3a. Address	3b. Phone No. (include area code)	
4. Location of Well (Footage, Sec., T.,R.,M., or Survey Description)		

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

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

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

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

THE SPACE FOR FEDERAL OR STATE OFFICE USE

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

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

(Instructions on page 2)

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS

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

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

NOTICES

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

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

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

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

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

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

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

Response to this request is mandatory.

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

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

Additional Information

Location of Well

0. SHL: LOT 1 / 240 FNL / 805 FEL / TWSP: 24S / RANGE: 33E / SECTION: 2 / LAT: 32.2532057 / LONG: -103.5372014 (TVD: 0 feet, MD: 0 feet)

PPP: NWNE / 0 FNL / 1641 FEL / TWSP: 24S / RANGE: 33E / SECTION: 11 / LAT: 32.2393851 / LONG: -103.5399365 (TVD: 12048 feet, MD: 17070 feet)

PPP: SWNE / 2640 FNL / 1646 FEL / TWSP: 24S / RANGE: 33E / SECTION: 11 / LAT: 32.232129 / LONG: -103.5399378 (TVD: 12051 feet, MD: 19709 feet)

BHL: SWSE / 60 FSL / 1650 FEL / TWSP: 24S / RANGE: 33E / SECTION: 11 / LAT: 32.2250215 / LONG: -103.5399391 (TVD: 12055 feet, MD: 22295 feet)

CONFIDENTIAL

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-52938	Pool Code 96434	Pool Name Red Hills; Bone Spring, North
Property Code 335886	Property Name CHARLES LING 0211 FED COM	Well Number 133H
OGRID No. 228937	Operator Name MATADOR PRODUCTION COMPANY	Ground Level Elevation 3638'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

Surface Location

UL or lot no. 1	Section 2	Township 24-S	Range 33-E	Lot Idn -	Feet from the N/S 240' N	Feet from the E/W 805' E	Latitude N 32.2532057	Longitude W 103.5372014	County LEA
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Bottom Hole Location

UL or lot no. O	Section 11	Township 24-S	Range 33-E	Lot Idn -	Feet from the N/S 60' S	Feet from the E/W 1650' E	Latitude N 32.2250215	Longitude W 103.5399391	County LEA
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Dedicated Acres 160	Infill or Defining Well -	Defining Well API -	Overlapping Spacing Unit (Y/N) -	Consolidated Code -
Order Numbers			Well Setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL or lot no. -	Section -	Township -	Range -	Lot Idn -	Feet from the N/S --	Feet from the E/W --	Latitude -	Longitude -	County -
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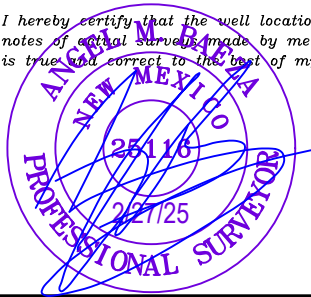
First Take Point (FTP)

UL or lot no. 2	Section 2	Township 24-S	Range 33-E	Lot Idn -	Feet from the N/S 100' N	Feet from the E/W 1650' E	Latitude N 32.2535939	Longitude W 103.5399339	County LEA
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Last Take Point (LTP)

UL or lot no. O	Section 11	Township 24-S	Range 33-E	Lot Idn -	Feet from the N/S 100' S	Feet from the E/W 1650' E	Latitude N 32.2251314	Longitude W 103.5399391	County LEA
--------------------	---------------	------------------	---------------	--------------	-----------------------------	------------------------------	--------------------------	----------------------------	---------------

Unitized Area or Area of Uniform Intrest -	Spacing Unity Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation
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OPERATOR CERTIFICATION <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief; and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received The consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i> Debbie Creed 3/3/2025		SURVEYORS CERTIFICATION <i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i>  Signature and Seal of Professional Surveyor Date	
Signature Debbie Creed		Signature and Seal of Professional Surveyor Date	
Print Name debbie.creed@matadorresources.com		Certificate Number	Date of Survey 07/13/2022
E-mail Address			

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024 Submittal Type: <div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> Initial Submittal <input checked="" type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled </div>
Property Name and Well Number <div style="text-align: center; font-weight: bold; margin-top: 10px;">CHARLES LING 0211 FED COM 133H</div>		

SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=787452 Y=456762
LAT.: N 32.2532057
LONG.: W 103.5372014
NAD 1927
X=746268 Y=456703
LAT.: N 32.2530819
LONG.: W 103.5367223
240' FNL 805' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=786606 Y=456897
LAT.: N 32.2535939
LONG.: W 103.5399339
NAD 1927
X=745422 Y=456838
LAT.: N 32.2534701
LONG.: W 103.5394547
100' FNL 1650' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=786643 Y=451728
LAT.: N 32.2393851
LONG.: W 103.5399365
NAD 1927
X=745459 Y=451669
LAT.: N 32.2392612
LONG.: W 103.5394581
0' FNL 1641' FEL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
NAD 1983
X=786662 Y=449088
LAT.: N 32.2321290
LONG.: W 103.5399378
NAD 1927
X=745478 Y=449029
LAT.: N 32.2320050
LONG.: W 103.5394599
2640' FNL 1646' FEL

LAST PERF. POINT (LPP)

NEW MEXICO EAST
NAD 1983
X=786681 Y=446542
LAT.: N 32.2251314
LONG.: W 103.5399391
NAD 1927
X=745497 Y=446484
LAT.: N 32.2250074
LONG.: W 103.5394616
100' FSL 1650' FEL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
NAD 1983
X=786681 Y=446502
LAT.: N 32.2250215
LONG.: W 103.5399391
NAD 1927
X=745497 Y=446444
LAT.: N 32.2248975
LONG.: W 103.5394617
60' FSL 1650' FEL

SURVEYORS CERTIFICATION

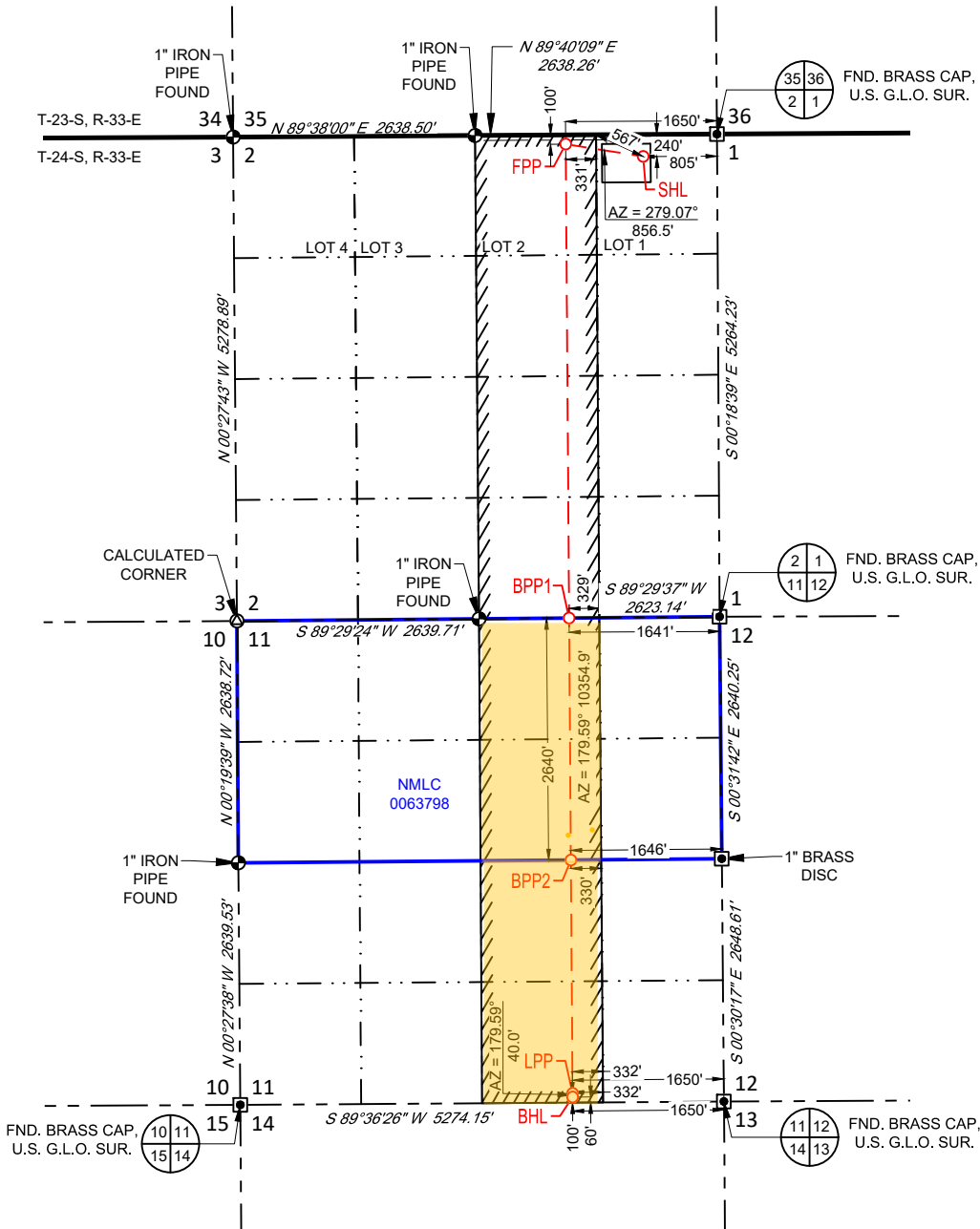
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
07/13/2022

Date of Survey
Signature and Seal of Professional Surveyor:





SECTION 2, TOWNSHIP 24-S, RANGE 33-E, N.M.P.M.
LEA COUNTY, NEW MEXICO



SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=787452 Y=456762
LAT.: N 32.2532057
LONG.: W 103.5372014

240' FNL 805' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=786606 Y=456897
LAT.: N 32.2535939
LONG.: W 103.5399339

100' FNL 1650' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=786643 Y=451728
LAT.: N 32.2393851
LONG.: W 103.5399365

0' FNL 1641' FEL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
NAD 1983
X=786662 Y=449088
LAT.: N 32.2321290
LONG.: W 103.5399378

2640' FNL 1646' FEL

LAST PERF. POINT (LPP)

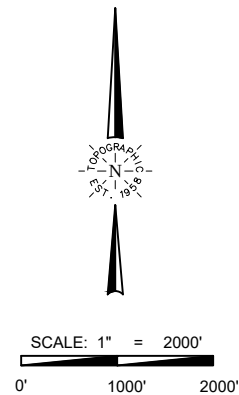
NEW MEXICO EAST
NAD 1983
X=786681 Y=446542
LAT.: N 32.2251314
LONG.: W 103.5399391

100' FSL 1650' FEL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
NAD 1983
X=786681 Y=446502
LAT.: N 32.2250215
LONG.: W 103.5399391

60' FSL 1650' FEL



LEASE NAME & WELL NO.: CHARLES LING 0211 FED COM 133H

SECTION 2 TWP 24-S RGE 33-E SURVEY N.M.P.M.
COUNTY LEA STATE NM
DESCRIPTION 240' FNL & 805' FEL

DISTANCE & DIRECTION

FROM INT. OF NM-128 & NM-18, GO WEST ON NM-128, ±20.6 MILES,
THENCE NORTH (RIGHT) ON DELAWARE BASIN RD. ±2.6 MILES, THENCE
WEST (LEFT) ON BELL LAKE ±2.0 MILES, THENCE NORTH (RIGHT) ON A
LEASE RD. ±0.7 MILES THENCE WEST (LEFT) ON A LEASE RD. ±0.5 MILES,
THENCE SOUTH (LEFT) ON A PROPOSED ROAD ±1381 FEET TO A POINT
±424 FEET NORTHWEST OF THE LOCATION.

ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRID BASED UPON THE NEW MEXICO COORDINATE SYSTEM OF 1983, EAST ZONE, U.S. SURVEY FEET

THIS EASEMENT/SERVITUDE LOCATION SHOWN HEREON HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION AND PREPARED ACCORDING TO THE EVIDENCE FOUND AT THE TIME OF SURVEY, AND DATA PROVIDED BY MATADOR PRODUCTION COMPANY. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

AS OF THE DATE OF SURVEY, ALL ABOVE GROUND APPURTENANCES WITHIN 300' OF THE STAKED LOCATION ARE SHOWN HEREON.



Angel M. Baeza, P.S. No. 25116



481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM

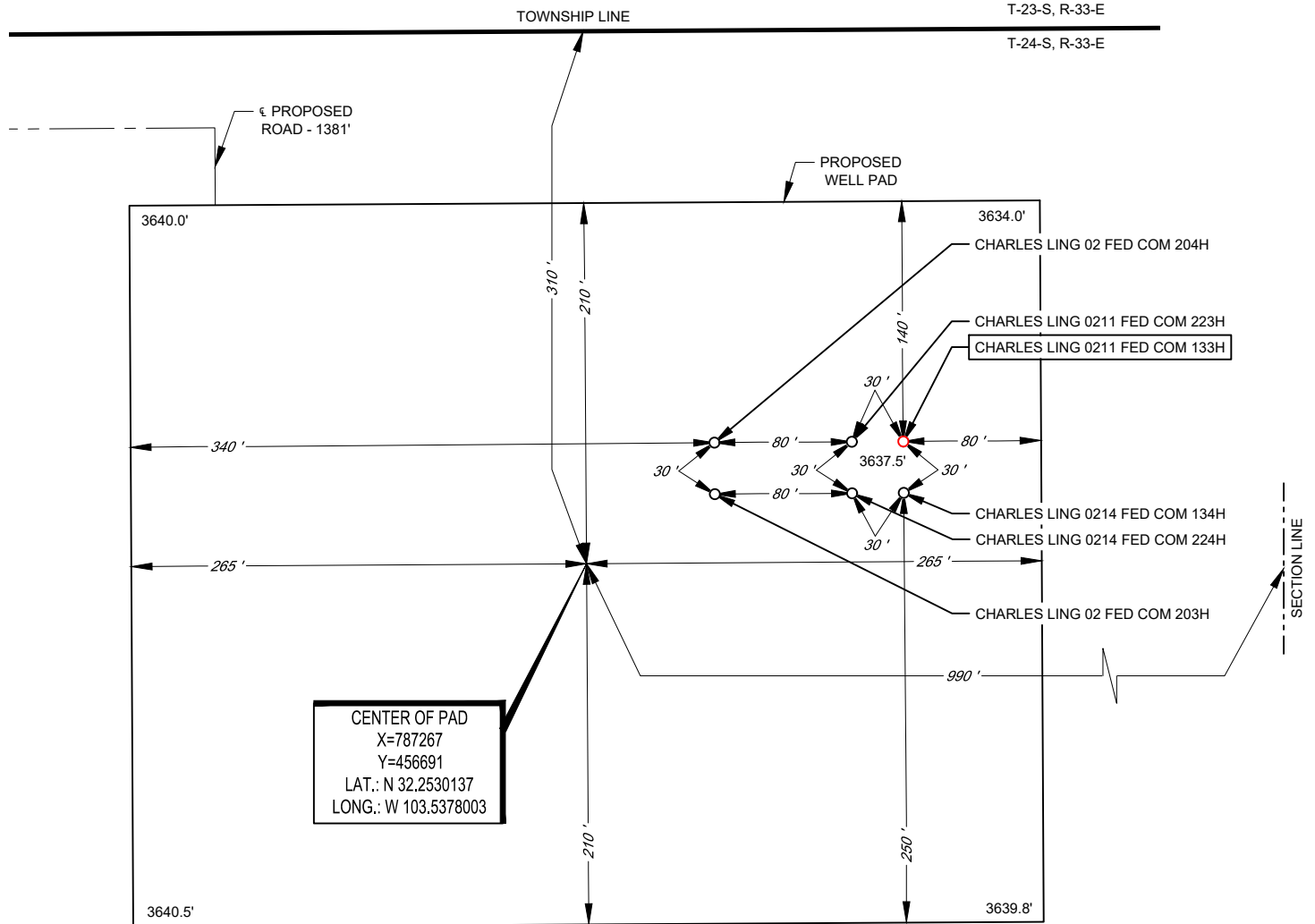
LEGEND

———— TOWNSHIP/RANGE LINE
 - - - - SECTION LINE
 - - - - PROPOSED ROAD



DETAIL VIEW
 SCALE: 1" = 100'

SECTION 2, TOWNSHIP 24-S, RANGE 33-E, N.M.P.M.
 LEA COUNTY, NEW MEXICO



Angel M. Baeza, P.S. No. 25116

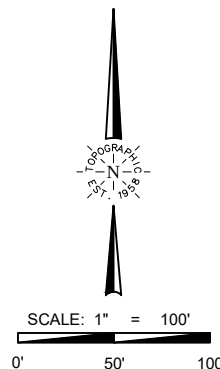
LEASE NAME & WELL NO.: CHARLES LING 0211 FED COM 133H
 133H LATITUDE N 32.2532057 133H LONGITUDE W 103.5372014

CENTERLINE POINT IS 310' FNL & 990' FEL

ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRID BASED UPON THE NEW MEXICO COORDINATE SYSTEM OF 1983, EAST ZONE, U.S. SURVEY FEET. ELEVATIONS USED ARE NAVD88, OBTAINED THROUGH AN OPUS SOLUTION.

THIS PROPOSED PAD SITE LOCATION SHOWN HEREON HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION AND PREPARED ACCORDING TO THE EVIDENCE FOUND AT THE TIME OF SURVEY, AND DATA PROVIDED BY MATADOR PRODUCTION COMPANY. ONLY THE DATA SHOWN ABOVE IS BEING CERTIFIED TO, ALL OTHER INFORMATION WAS INTENTIONALLY OMITTED. THIS PLAT IS ONLY INTENDED TO BE USED FOR A PERMIT AND IS NOT A BOUNDARY SURVEY. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

ORIGINAL DOCUMENT SIZE: 8.5" X 11"



TOPOGRAPHIC
 LOYALTY INNOVATION LEGACY

481 WINSCOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
 TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
 2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 WWW.TOPOGRAPHIC.COM

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-52938	Pool Code 59900	Pool Name Triple X; Bone Spring
Property Code 335886	Property Name CHARLES LING 0211 FED COM	Well Number 133H
OGRID No. 228937	Operator Name MATADOR PRODUCTION COMPANY	Ground Level Elevation 3638'
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
1	2	24-S	33-E	-	240' N	805' E	N 32.2532057	W 103.5372014	LEA

Bottom Hole Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
O	11	24-S	33-E	-	60' S	1650' E	N 32.2250215	W 103.5399391	LEA

Dedicated Acres 159.73	Infill or Defining Well -	Defining Well API -	Overlapping Spacing Unit (Y/N) -	Consolidated Code -
Order Numbers			Well Setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
-	-	-	-	-	- -	- -	-	-	-

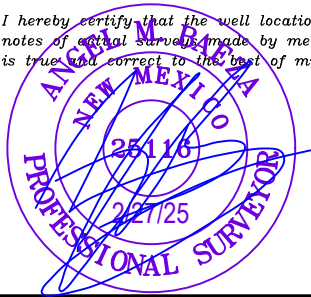
First Take Point (FTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
2	2	24-S	33-E	-	100' N	1650' E	N 32.2535939	W 103.5399339	LEA

Last Take Point (LTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
O	11	24-S	33-E	-	100' S	1650' E	N 32.2251314	W 103.5399391	LEA

Unitized Area or Area of Uniform Intrest -	Spacing Unity Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation
--	---	------------------------

OPERATOR CERTIFICATION <i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief; and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i> <i>If this well is a horizontal well, I further certify that this organization has received The consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i> Debbie Creed Signature Debbie Creed Print Name debbie.creed@matadorresources.com E-mail Address Date 3/3/2025		SURVEYORS CERTIFICATION <i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i>  Signature and Seal of Professional Surveyor Date Certificate Number Date of Survey 07/13/2022	
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C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
	Submittal Type:	<input type="checkbox"/> Initial Submittal		
		<input checked="" type="checkbox"/> Amended Report		
<input type="checkbox"/> As Drilled				
Property Name and Well Number CHARLES LING 0211 FED COM 133H				

SURFACE LOCATION (SHL)

NEW MEXICO EAST
 NAD 1983
 X=787452 Y=456762
 LAT.: N 32.2532057
 LONG.: W 103.5372014
 NAD 1927
 X=746268 Y=456703
 LAT.: N 32.2530819
 LONG.: W 103.5367223
 240' FNL 805' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
 NAD 1983
 X=786606 Y=456897
 LAT.: N 32.2535939
 LONG.: W 103.5399339
 NAD 1927
 X=745422 Y=456838
 LAT.: N 32.2534701
 LONG.: W 103.5394547
 100' FNL 1650' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
 NAD 1983
 X=786643 Y=451728
 LAT.: N 32.2393851
 LONG.: W 103.5399365
 NAD 1927
 X=745459 Y=451669
 LAT.: N 32.2392612
 LONG.: W 103.5394581
 0' FNL 1641' FEL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
 NAD 1983
 X=786662 Y=449088
 LAT.: N 32.2321290
 LONG.: W 103.5399378
 NAD 1927
 X=745478 Y=449029
 LAT.: N 32.2320050
 LONG.: W 103.5394599
 2640' FNL 1646' FEL

LAST PERF. POINT (LPP)

NEW MEXICO EAST
 NAD 1983
 X=786681 Y=446542
 LAT.: N 32.2251314
 LONG.: W 103.5399391
 NAD 1927
 X=745497 Y=446484
 LAT.: N 32.2250074
 LONG.: W 103.5394616
 100' FSL 1650' FEL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
 NAD 1983
 X=786681 Y=446502
 LAT.: N 32.2250215
 LONG.: W 103.5399391
 NAD 1927
 X=745497 Y=446444
 LAT.: N 32.2248975
 LONG.: W 103.5394617
 60' FSL 1650' FEL

SURVEYORS CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
 07/13/2022

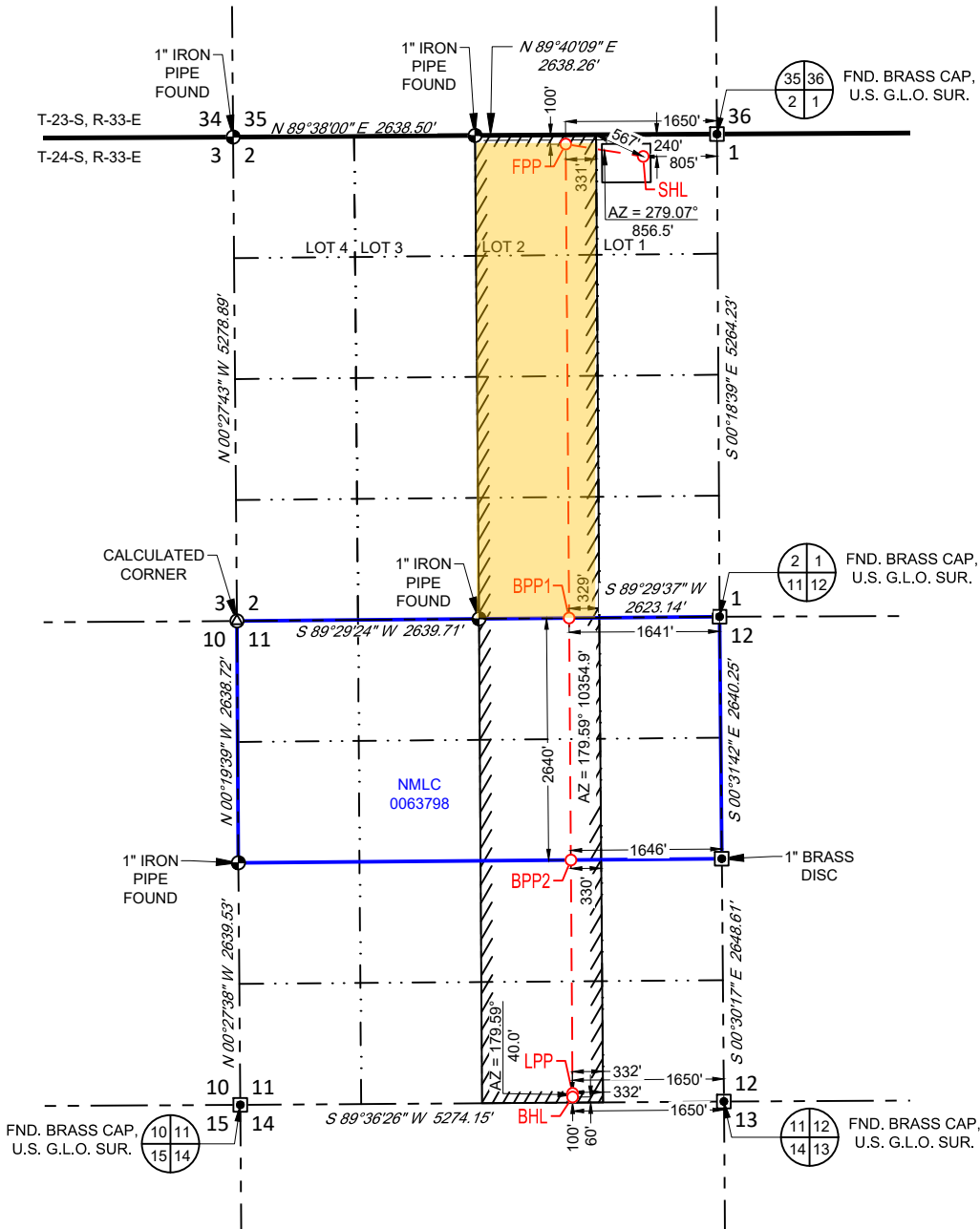
Date of Survey

Signature and Seal of Professional Surveyor:





SECTION 2, TOWNSHIP 24-S, RANGE 33-E, N.M.P.M.
LEA COUNTY, NEW MEXICO



SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=787452 Y=456762
LAT.: N 32.2532057
LONG.: W 103.5372014
240' FNL 805' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=786606 Y=456897
LAT.: N 32.2535939
LONG.: W 103.5399339
100' FNL 1650' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=786643 Y=451728
LAT.: N 32.2393851
LONG.: W 103.5399365
0' FNL 1641' FEL

BLM PERF. POINT (BPP2)

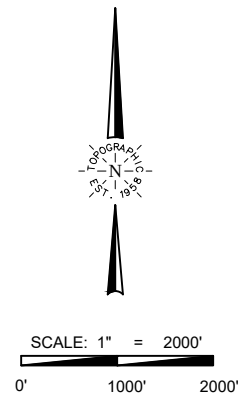
NEW MEXICO EAST
NAD 1983
X=786662 Y=449088
LAT.: N 32.2321290
LONG.: W 103.5399378
2640' FNL 1646' FEL

LAST PERF. POINT (LPP)

NEW MEXICO EAST
NAD 1983
X=786681 Y=446542
LAT.: N 32.2251314
LONG.: W 103.5399391
100' FSL 1650' FEL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
NAD 1983
X=786681 Y=446502
LAT.: N 32.2250215
LONG.: W 103.5399391
60' FSL 1650' FEL



LEASE NAME & WELL NO.: CHARLES LING 0211 FED COM 133H

SECTION 2 TWP 24-S RGE 33-E SURVEY N.M.P.M.
COUNTY LEA STATE NM
DESCRIPTION 240' FNL & 805' FEL

DISTANCE & DIRECTION

FROM INT. OF NM-128 & NM-18, GO WEST ON NM-128, ±20.6 MILES,
THENCE NORTH (RIGHT) ON DELAWARE BASIN RD. ±2.6 MILES, THENCE
WEST (LEFT) ON BELL LAKE ±2.0 MILES, THENCE NORTH (RIGHT) ON A
LEASE RD. ±0.7 MILES THENCE WEST (LEFT) ON A LEASE RD. ±0.5 MILES,
THENCE SOUTH (LEFT) ON A PROPOSED ROAD ±1381 FEET TO A POINT
±424 FEET NORTHWEST OF THE LOCATION.

ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRID BASED UPON THE NEW MEXICO COORDINATE SYSTEM OF 1983, EAST ZONE, U.S. SURVEY FEET

THIS EASEMENT/SERVITUDE LOCATION SHOWN HEREON HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION AND PREPARED ACCORDING TO THE EVIDENCE FOUND AT THE TIME OF SURVEY, AND DATA PROVIDED BY MATADOR PRODUCTION COMPANY. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

AS OF THE DATE OF SURVEY, ALL ABOVE GROUND APPURTENANCES WITHIN 300' OF THE STAKED LOCATION ARE SHOWN HEREON.



Angel M. Baeza, P.S. No. 25116



481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM

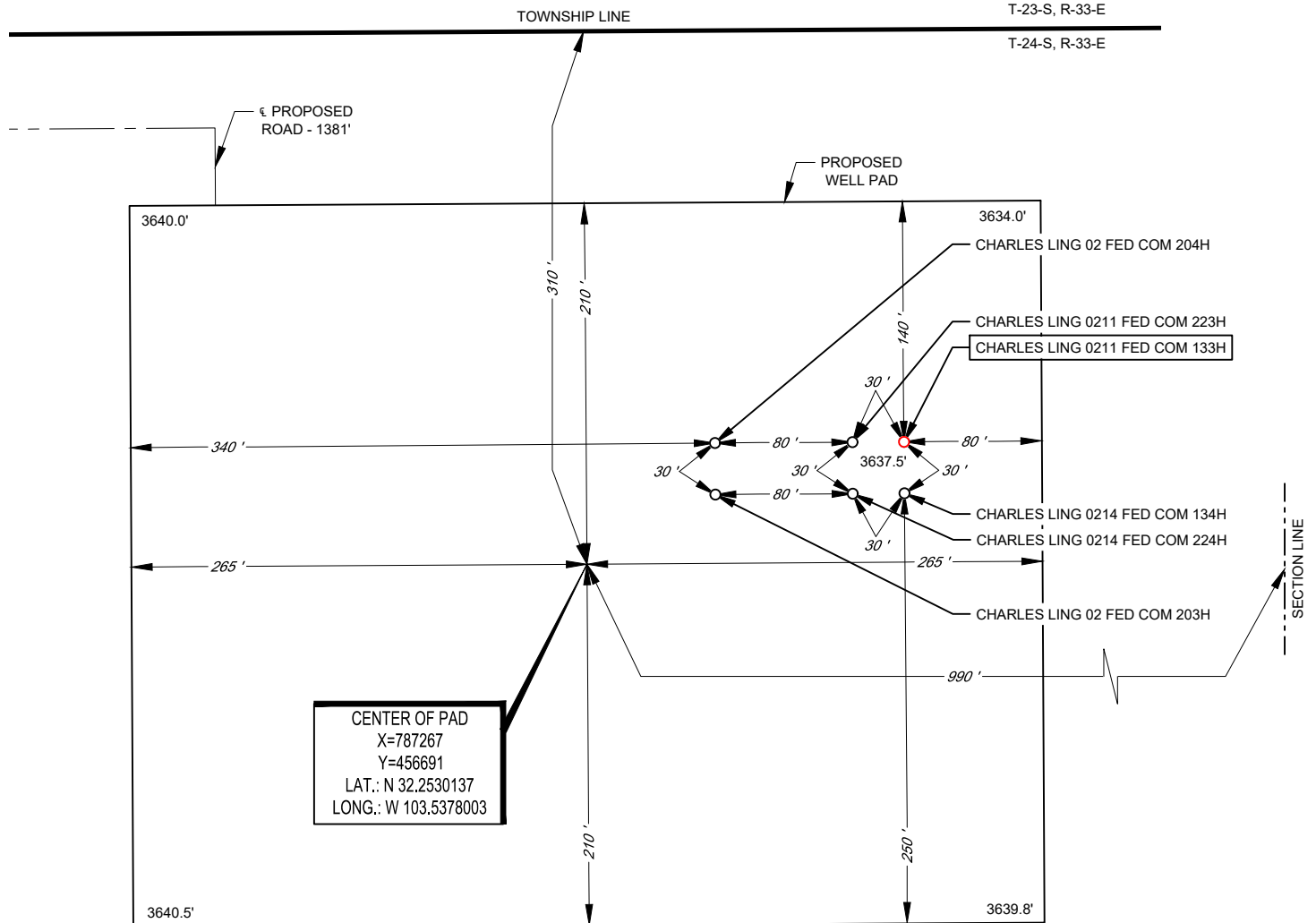
LEGEND

———— TOWNSHIP/RANGE LINE
 - - - - SECTION LINE
 - - - - PROPOSED ROAD



SECTION 2, TOWNSHIP 24-S, RANGE 33-E, N.M.P.M.
 LEA COUNTY, NEW MEXICO

DETAIL VIEW
 SCALE: 1" = 100'



Angel M. Baeza, P.S. No. 25116

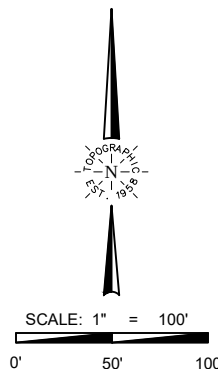
LEASE NAME & WELL NO.: CHARLES LING 0211 FED COM 133H
 133H LATITUDE N 32.2532057 133H LONGITUDE W 103.5372014

CENTERLINE POINT IS 310' FNL & 990' FEL

ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRID BASED UPON THE NEW MEXICO COORDINATE SYSTEM OF 1983, EAST ZONE, U.S. SURVEY FEET. ELEVATIONS USED ARE NAVD88, OBTAINED THROUGH AN OPUS SOLUTION.

THIS PROPOSED PAD SITE LOCATION SHOWN HEREON HAS BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION AND PREPARED ACCORDING TO THE EVIDENCE FOUND AT THE TIME OF SURVEY, AND DATA PROVIDED BY MATADOR PRODUCTION COMPANY. ONLY THE DATA SHOWN ABOVE IS BEING CERTIFIED TO, ALL OTHER INFORMATION WAS INTENTIONALLY OMITTED. THIS PLAT IS ONLY INTENDED TO BE USED FOR A PERMIT AND IS NOT A BOUNDARY SURVEY. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

ORIGINAL DOCUMENT SIZE: 8.5" X 11"



TOPOGRAPHIC
 LOYALTY INNOVATION LEGACY

481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
 TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
 2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 WWW.TOPOGRAPHIC.COM

From: [Adam Rankin](#)
To: [Clelland, Sarah, EMNRD](#); [Paula M. Vance](#); [McClure, Dean, EMNRD](#)
Cc: [Kayleigh Y. Verboncoeur](#)
Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955
Date: Wednesday, May 7, 2025 1:05:40 PM
Attachments: [2025.05.07 Charles Ling North PFD.pdf](#)

Sarah,

Thanks for reaching out. Attached is an updated/revised process flow diagram that addresses the issue you raised. Please let us know if you have any additional questions.

Thank you.

Adam Rankin
Partner, Holland & Hart LLP

agrarkin@hollandhart.com | T: (505) 954-7294 | M: (505) 570-0377

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

From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Wednesday, May 7, 2025 10:31 AM
To: Paula M. Vance <PMVance@hollandhart.com>; McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Cc: Adam Rankin <AGRankin@hollandhart.com>; Kayleigh Y. Verboncoeur <KYVerboncoeur@hollandhart.com>
Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955

External Email

Good Morning,

The Process Flow Diagram has 6 wells that do not show where the gas goes after leaving the separator. Please send an updated Process flow diagram.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Paula M. Vance <PMVance@hollandhart.com>
Sent: Friday, May 2, 2025 4:14 AM
To: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>; Clelland, Sarah, EMNRD

<Sarah.Clelland@emnrd.nm.gov>

Cc: Adam Rankin <AGRankin@hollandhart.com>; Kayleigh Y. Verboncoeur
<KYVerboncoeur@hollandhart.com>

Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955

Dean/Sarah,

I'm following up on this one to see if you have a status. I will be out on vacation starting today and am including Adam and Kayleigh to see if they need to assist. Thanks!

Paula Vance

Associate, Holland & Hart LLP

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

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

From: Paula M. Vance

Sent: Tuesday, March 11, 2025 10:50 AM

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

Cc: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955

Dean,

Attached is the sundry submitted to BLM. It hasn't been approved yet. Let me know if you need anything else or have any other questions. Thanks!

Paula Vance

Associate, Holland & Hart LLP

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

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

Sent: Friday, March 7, 2025 4:31 PM

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

Cc: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955

External Email

Paula,

I see what you mean regarding the C-102 on record. Interestingly enough, it appears that a data entry error had occurred for the well where the correct pools were entered into the system

despite the C-102 on record. If Matador has submitted the sundry to the BLM, then please feel free to provide a copy of that sundry to me for quicker approval.

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

From: Paula M. Vance <PMVance@hollandhart.com>
Sent: Friday, February 28, 2025 2:16 PM
To: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Cc: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Subject: [EXTERNAL] RE: Action ID: 385224; PLC-955

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

Dean,

Yes, the below is correct. If you go to the well file for the 133H the information shows two wells but the C-102 in the well file is for only one pool. Matador is fixing this and plans to file a sundry to reflect the two pools. Thanks!

Paula Vance
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From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Wednesday, February 26, 2025 10:48 AM
To: Paula M. Vance <PMVance@hollandhart.com>
Cc: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Subject: Action ID: 385224; PLC-955

External Email

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

The Division is reviewing the following application:

Action ID	385224
Admin No.	PLC-955
Applicant	Matador Production Company (228937)
Title	Charles Ling North Tank Battery
Sub. Date	9/19/2024

Please provide the following additional supplemental documents:

•

Please provide additional information regarding the following:

- Reference was made during one of the phone conversations to the possibility that a change of plans may be planned to be submitted for one of the wells in this application. The need for one is not readily apparent from the Division's initial review. Please confirm that the details for each well listed below are correct:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52936	Charles Ling 0211 Federal Com #131H	W/2 W/2	2-24S-33E	59900
		W/2 W/2	11-24S-33E	96434
30-025-52937	Charles Ling 0211 Federal Com #132H	E/2 W/2	2-24S-33E	59900
		E/2 W/2	11-24S-33E	96434
30-025-52938	Charles Ling 0211 Federal Com #133H	W/2 E/2	2-24S-33E	59900
		W/2 E/2	11-24S-33E	96434
30-025-52942	Charles Ling 0211 Federal Com #134H	E/2 E/2	2-24S-33E	59900
		E/2 E/2	11-24S-33E	96434
		E/2 E/2	14-24S-33E	
30-025-52939	Charles Ling 0211 Federal Com #221H	W/2 W/2	2-24S-33E	98135
		W/2 W/2	11-24S-33E	
30-025-52940	Charles Ling 0211 Federal Com #222H	E/2 W/2	2-24S-33E	98135
		E/2 W/2	11-24S-33E	
30-025-52941	Charles Ling 0211 Federal Com #223H	W/2 E/2	2-24S-33E	98135
		W/2 E/2	11-24S-33E	
30-025-52943	Charles Ling 0211 Federal Com #224H	E/2 E/2	2-24S-33E	98135
		E/2 E/2	11-24S-33E	
		E/2 E/2	14-24S-33E	
Pool Name		Pool Code		
TRIPLE X; BONE SPRING		59900		
RED HILLS; BONE SPRING, NORTH		96434		
WC-025 G-09 S243310P; UPPER WOLFCAMP		98135		

•

Additional notes:

•

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

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

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

From: [Paula M. Vance](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Clelland, Sarah, EMNRD](#)
Subject: RE: [EXTERNAL] RE: Action ID: 385224; PLC-955
Date: Tuesday, March 11, 2025 8:50:44 AM
Attachments: [AFMSS Sundry Submitted- 2840471.pdf](#)

Dean,

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Paula Vance
Associate, Holland & Hart LLP

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

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Petroleum Engineer, Oil Conservation Division
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Cc: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

Subject: Action ID: 385224; PLC-955

External Email

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Admin No.	PLC-955
Applicant	Matador Production Company (228937)
Title	Charles Ling North Tank Battery
Sub. Date	9/19/2024

Please provide the following additional supplemental documents:

•

Please provide additional information regarding the following:

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30-025-52938	Charles Ling 0211 Federal Com #133H	W/2 E/2	2-24S-33E	59900
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RED HILLS; BONE SPRING, NORTH		96434		
WC-025 G-09 S243310P; UPPER WOLFCAMP		98135		

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

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

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

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

ORDER NO. PLC-955

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 as described 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. 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 as described 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 (“CA Pooled Area”), as described in Exhibit A.

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 as described in Exhibit A.

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

2. For each CA Pooled Area described in Exhibit A, 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 CA 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 the formation or dedicated lands are modified or if a modification is made that will affect this Order. 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 CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA 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 as described 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 as described 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**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 5/14/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-955**

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

Central Tank Battery: **Charles Ling North Tank Battery**

Central Tank Battery Location: **UL C, Section 2, Township 24 South, Range 33 East**

Gas Title Transfer Meter Location: **UL C, Section 2, Township 24 South, Range 33 East**

Pools

Pool Name	Pool Code
TRIPLE X; BONE SPRING	59900
RED HILLS; BONE SPRING, NORTH	96434
WC-025 G-09 S243310P; UPPER WOLFCAMP	98135

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 106381536	W/2 W/2	2-24S-33E
	W/2 W/2	11-24S-33E
PROPOSED CA Bone Spring NMNM 106381537	E/2 W/2	2-24S-33E
	E/2 W/2	11-24S-33E
CA Bone Spring NMNM 106381470	W/2 E/2	2-24S-33E
	W/2 E/2	11-24S-33E
PROPOSED CA Bone Spring NMNM 106381534	E/2 E/2	2-24S-33E
	E/2 E/2	11-24S-33E
	E/2 E/2	14-24S-33E
CA Wolfcamp NMNM 106381386	W/2 W/2	2-24S-33E
	W/2 W/2	11-24S-33E
CA Wolfcamp NMNM 106381530	E/2 W/2	2-24S-33E
	E/2 W/2	11-24S-33E
CA Wolfcamp BLM NMNM 106381525	W/2 E/2	2-24S-33E
	W/2 E/2	11-24S-33E
PROPOSED CA Wolfcamp NMNM 106381388	E/2 E/2	2-24S-33E
	E/2 E/2	11-24S-33E
	E/2 E/2	14-24S-33E
CA Bone Spring (Dual Pool) SLO 204936 PUN 1405194	W/2 W/2	2-24S-33E
	W/2 W/2	11-24S-33E
CA Wolfcamp SLO 204937 PUN 1404549	W/2 E/2	2-24S-33E
	W/2 E/2	11-24S-33E
CA Wolfcamp SLO 204938 PUN 1404552	E/2 W/2	2-24S-33E
	E/2 W/2	11-24S-33E
CA Bone Spring SLO 204939 PUN 1404568	W/2 E/2	2-24S-33E
	W/2 E/2	11-24S-33E
CA Bone Spring SLO 204940 PUN 1404570	E/2 W/2	2-24S-33E
	E/2 W/2	11-24S-33E

CA Wolfcamp SLO 204941 PUN 1404584	W/2 W/2	2-24S-33E
	W/2 W/2	11-24S-33E
CA Bone Spring SLO 204942 PUN 1404596	E/2 E/2	2-24S-33E
	E/2 E/2	11-24S-33E
	E/2 E/2	14-24S-33E
CA Wolfcamp SLO 204943 PUN 1404604	E/2 E/2	2-24S-33E
	E/2 E/2	11-24S-33E
	E/2 E/2	14-24S-33E
SLO Lease VB-1814-0000	N/2	2-24S-33E
SLO Lease VB-1819-0001	S/2	2-24S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52936	Charles Ling 0211 Federal Com #131H	W/2 W/2	2-24S-33E	59900
		W/2 W/2	11-24S-33E	96434
30-025-52937	Charles Ling 0211 Federal Com #132H	E/2 W/2	2-24S-33E	59900
		E/2 W/2	11-24S-33E	96434
30-025-52938	Charles Ling 0211 Federal Com #133H	W/2 E/2	2-24S-33E	59900
		W/2 E/2	11-24S-33E	96434
30-025-52942	Charles Ling 0211 Federal Com #134H	E/2 E/2	2-24S-33E	59900
		E/2 E/2	11-24S-33E	96434
		E/2 E/2	14-24S-33E	
30-025-52939	Charles Ling 0211 Federal Com #221H	W/2 W/2	2-24S-33E	98135
		W/2 W/2	11-24S-33E	
30-025-52940	Charles Ling 0211 Federal Com #222H	E/2 W/2	2-24S-33E	98135
		E/2 W/2	11-24S-33E	
30-025-52941	Charles Ling 0211 Federal Com #223H	W/2 E/2	2-24S-33E	98135
		W/2 E/2	11-24S-33E	
30-025-52943	Charles Ling 0211 Federal Com #224H	E/2 E/2	2-24S-33E	98135
		E/2 E/2	11-24S-33E	
		E/2 E/2	14-24S-33E	

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General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 385224

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 385224
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	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 email us at OCD.Engineer@emnrd.nm.gov .	5/14/2025