

Revised March 23, 2017

| | | | |
|-----------|-----------|-------|---------|
| RECEIVED: | REVIEWER: | TYPE: | APP NO: |
|-----------|-----------|-------|---------|

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

April 7, 2025

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) oil and gas production from spacing units comprised of the N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, Township 20 South, Range 28 East, NMPM, Eddy 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) oil and gas production that involves wellbores with diverse ownership at the **Wayne Gaylord Tank Battery** *insofar as all existing and future wells drilled in the following spacing units:*

(a) The 321.90-acre spacing unit comprised of the N/2 N/2 of Section 29, and Lot 1, the NE/4 NW/4, and N/2 NE/4 (N/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] – currently dedicated to the **Wayne Gaylord 2930 Fed Com #121H** (API No. 30-015-56176);

(b) The 321.69-acre spacing unit comprised of the S/2 N/2 of Section 29, and Lot 2, the SE/4 NW/4, and S/2 NE/4 (S/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] – currently dedicated to the **Wayne Gaylord 2930 Fed Com #122H** (API No. 30-015-56178);

(c) The 643.59-acre spacing unit comprised of N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, in the Burton Flat; Wolfcamp, North (Gas) [73520] – currently dedicated to the **Wayne Gaylord 2930 Fed Com #201H** (API No. 30-015-56183) and **Wayne Gaylord 2930 Fed Com #202H** (API No. 30-015-56114); and

(d) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Wayne Gaylord Tank Battery* with notice provided only to the owners of interests to be added.



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

Oil and gas production from these spacing units will be commingled and sold at the **Wayne Gaylord Tank Battery** ("TB") located in the NE/4 NE/4 (Unit A) of Section 29, Township 20 South, Range 28 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, well pads, and the TB ("Facility Pad") in the subject area. The plat also identifies the wellbores and lease/spacing unit boundaries.

Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Kenneth Dodson, Senior Staff Facilities Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and an example gas analysis (Exhibit B to the statement).

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

Exhibit 4 includes relevant communitization agreements,

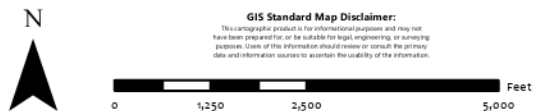
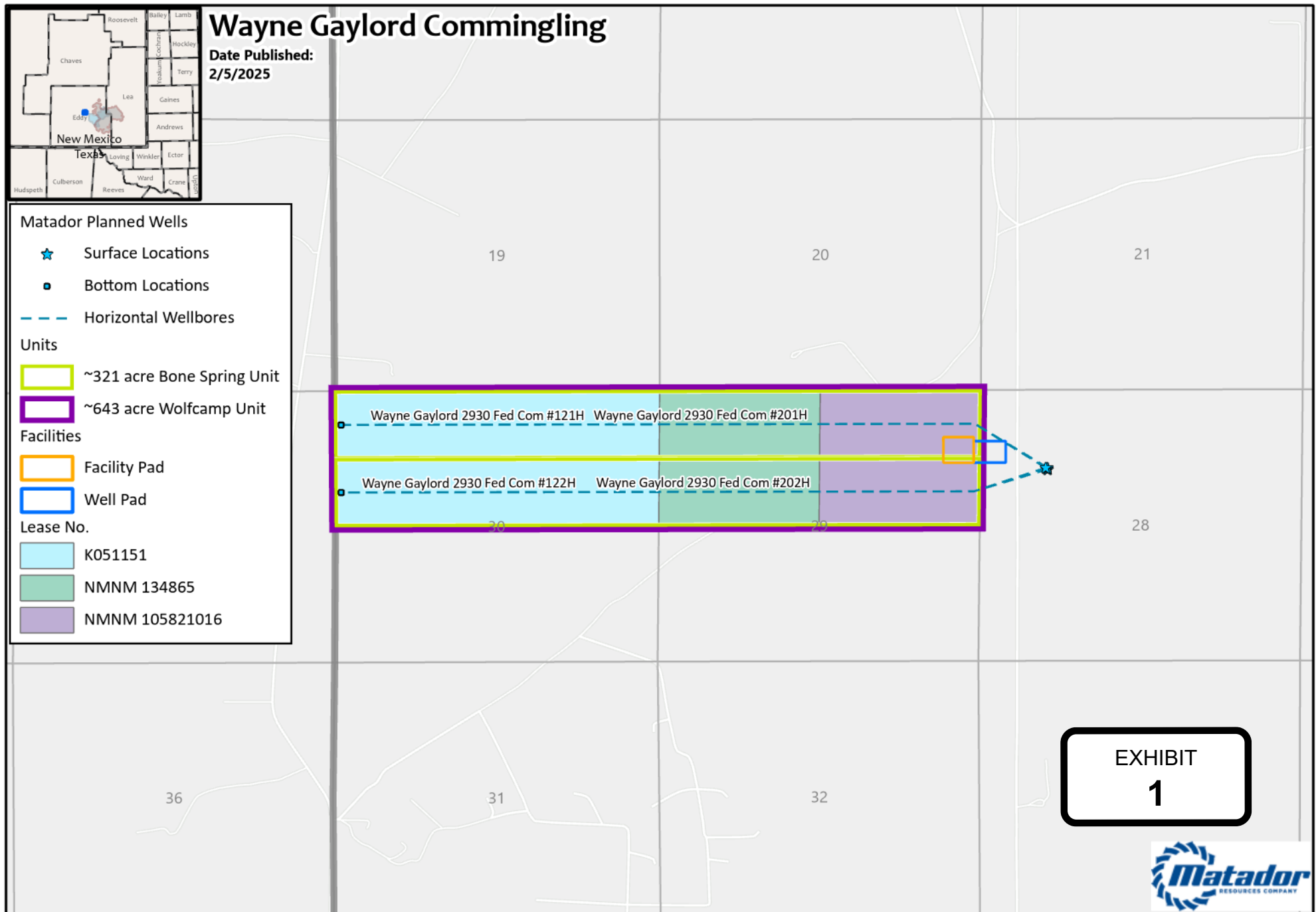
The application involves wellbores with diverse ownership. The spacing units involved are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or 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 ("SLO") and the 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 that reads "Paula M. Vance".

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



1:30,000
1 inch equals 2,500 feet

Map Prepared by: Lillian.yeargins
Date: February 5, 2025
Project: \\gis\UserData\lyeargins\~projects\Commingling\Commingling.aprx
Spatial Reference: GCS WGS 1984
Sources: IHS; ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department;
Texas Cooperative Wildlife Collection, Texas A&M University;
United States Census Bureau (TIGER).

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

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

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

| (1) Pool Names and Codes | Gravities / BTU of Non-Commingled Production | Calculated Gravities / BTU of Commingled Production | Calculated Value of Commingled Production | Volumes |
|--|--|---|---|-----------|
| [3713] AVALON; BONE SPRING, EAST | 37.35° | 40.09° oil 1282 BTU/CF | \$69.10/bbl oil Deemed 40°/Sweet (Sep '24 realized price) \$2.23/mcf (Sep '24 realized price) | 2000 bopd |
| [3713] AVALON; BONE SPRING, EAST | 1252 BTU/CF | | | 5000 mcf |
| [73520] BURTON FLATS; WOLFCAMP, NORTH (GAS) | 42.47° | | | 2300 bopd |
| [73520] BURTON FLATS; WOLFCAMP, NORTH (GAS) | 1309 BTU/CF | | | 5580 mcf |

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE:  TITLE: Sr Staff Facilities Engineer DATE: 12/17/2024

TYPE OR PRINT NAME Kenneth Dodson TELEPHONE NO.: (972) 371-5489

E-MAIL ADDRESS: kdodson@matadorresources.com

EXHIBIT
2

Matador Production Company

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

Voice 972.371.5200 • Fax 972.371.5201

kdodson@matadorresources.com

Kenneth Dodson
Sr Staff Facilities Engineer

February 4, 2025

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

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) gas and oil production from the spacing unit comprised of the N/2 Section 29 and Section 30, Township 20 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands").

To Whom This May Concern,

Matador Production Company ("Matador"), OGRID: 228937, requests to commingle current oil and gas production from four (4) distinct wells located on the Lands and future production from the Lands as described herein. All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the San Mateo Midstream, LLC gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications.

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

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. This PFD shows that the water, oil, and gas exit the wellbore and flow into a wellhead three-phase separator which separates the oil, gas, and water. The oil is measured via turbine meter which is calibrated periodically in accordance with industry specifications by a third-party measurement company for accuracy. The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled

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

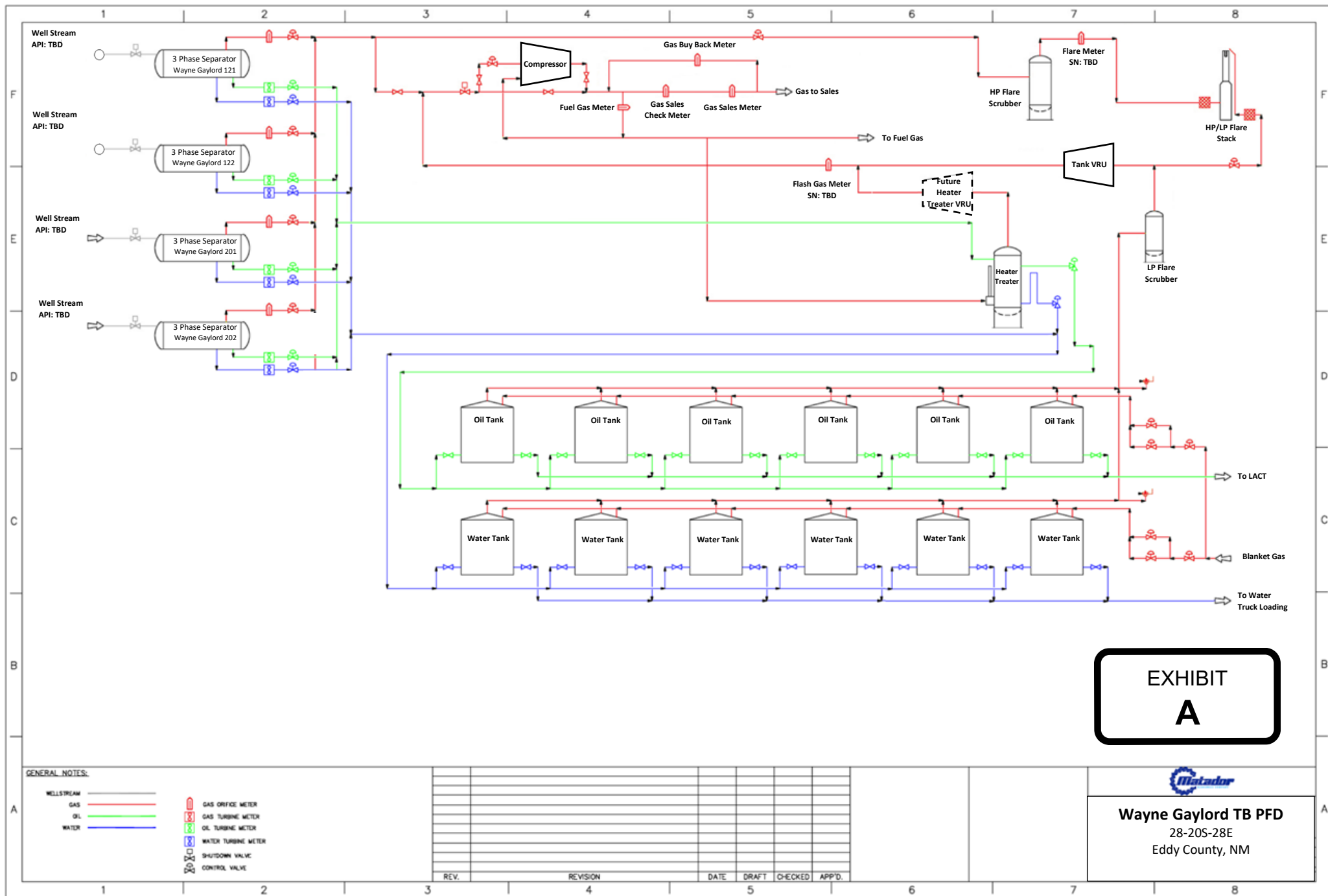
In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'Kenneth Dodson', with a long horizontal flourish extending to the right.

Kenneth Dodson
Sr Staff Facilities Engineer





Certificate of Analysis

Number: 6030-20120189-002A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

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

Jan. 04, 2021

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

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

Analytical Data

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

Calculated Physical Properties

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

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.696 psia & 60°F

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

Comments: H2S Field Content 1.25 ppm

Hydrocarbon Laboratory Manager

Quality Assurance:

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

EXHIBIT

B

| API | Well Name & Number | UL or Q/Q | S-T-R | Pool Code |
|--------------|----------------------------------|--------------------|--------------------------|--|
| 30-015-56176 | Wayne Gaylord 2930 Fed Com #121H | N/2 N/2 N/2 N/2 | 29-20S-28E 30-20S-28E | Avalon; Bone Spring, East [3713] |
| 30-015-56178 | Wayne Gaylord 2930 Fed Com #122H | S/2 N/2 S/2 N/2 | 29-20S-28E 30-20S-28E | Avalon; Bone Spring, East [3713] |
| 30-015-56183 | Wayne Gaylord 2930 Fed Com #201H | N/2 N/2 | 29-20S-28E 30-20S-28E | Burton Flat; Wolfcamp, North (Gas) [73520] |
| 30-015-56114 | Wayne Gaylord 2930 Fed Com #202H | N/2 N/2 | 29-20S-28E 30-20S-28E | Burton Flat; Wolfcamp, North (Gas) [73520] |

EXHIBIT

3

| | | | |
|--|---|----------------------|---|
| C-102 Submit Electronically Via OCD Permitting | State of New Mexico Energy, Minerals & Natural Resources OIL CONSERVATION | EXHIBIT 3 | Revised July 9, 2024 |
| | | | Submittal Type: |
| | | | <input checked="" type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled |

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|--|---|---|
| API Number | Pool Code 3713 | Pool Name Avalon; Bone Spring, East |
| Property Code | Property Name WAYNE GAYLORD 2930 FED COM | Well Number 121H |
| OGRID No. 228937 | Operator Name MATADOR PRODUCTION COMPANY | Ground Level Elevation 3223' |
| Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal | | Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" 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 |
|---------------|---------|----------|-------|---------|-------------------|-------------------|--------------|---------------|--------|
| E | 28 | 20-S | 28-E | - | 1523' N | 1083' W | N 32.5475725 | W 104.1879862 | EDDY |

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 |
|---------------|---------|----------|-------|---------|-------------------|-------------------|--------------|---------------|--------|
| 1 | 30 | 20-S | 28-E | - | 660' N | 110' W | N 32.5498693 | W 104.2257872 | EDDY |

| | | | | |
|---------------------------|-------------------------|-------------------|--|-------------------|
| Dedicated Acres 321.90 | 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 |
|---------------|---------|----------|-------|---------|-------------------|-------------------|--------------|---------------|--------|
| A | 29 | 20-S | 28-E | - | 660' N | 50' E | N 32.5499349 | W 104.1916389 | EDDY |

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 |
|---------------|---------|----------|-------|---------|-------------------|-------------------|--------------|---------------|--------|
| A | 29 | 20-S | 28-E | - | 660' N | 100' E | N 32.5499346 | W 104.1918012 | EDDY |

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 |
|---------------|---------|----------|-------|---------|-------------------|-------------------|--------------|---------------|--------|
| 1 | 30 | 20-S | 28-E | - | 660' N | 110' W | N 32.5498693 | W 104.2257872 | EDDY |

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

OPERATOR CERTIFICATION

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.

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.

Cassie Hahn

9/4/2024

Signature Date

Cassie Hahn

Print Name

chahn@matadorresources.com

E-mail Address

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.



Signature and Seal of Professional Surveyor Date

Certificate Number

Date of Survey

05/03/2024

C-102

Submit Electronically
Via OCD PermittingState of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

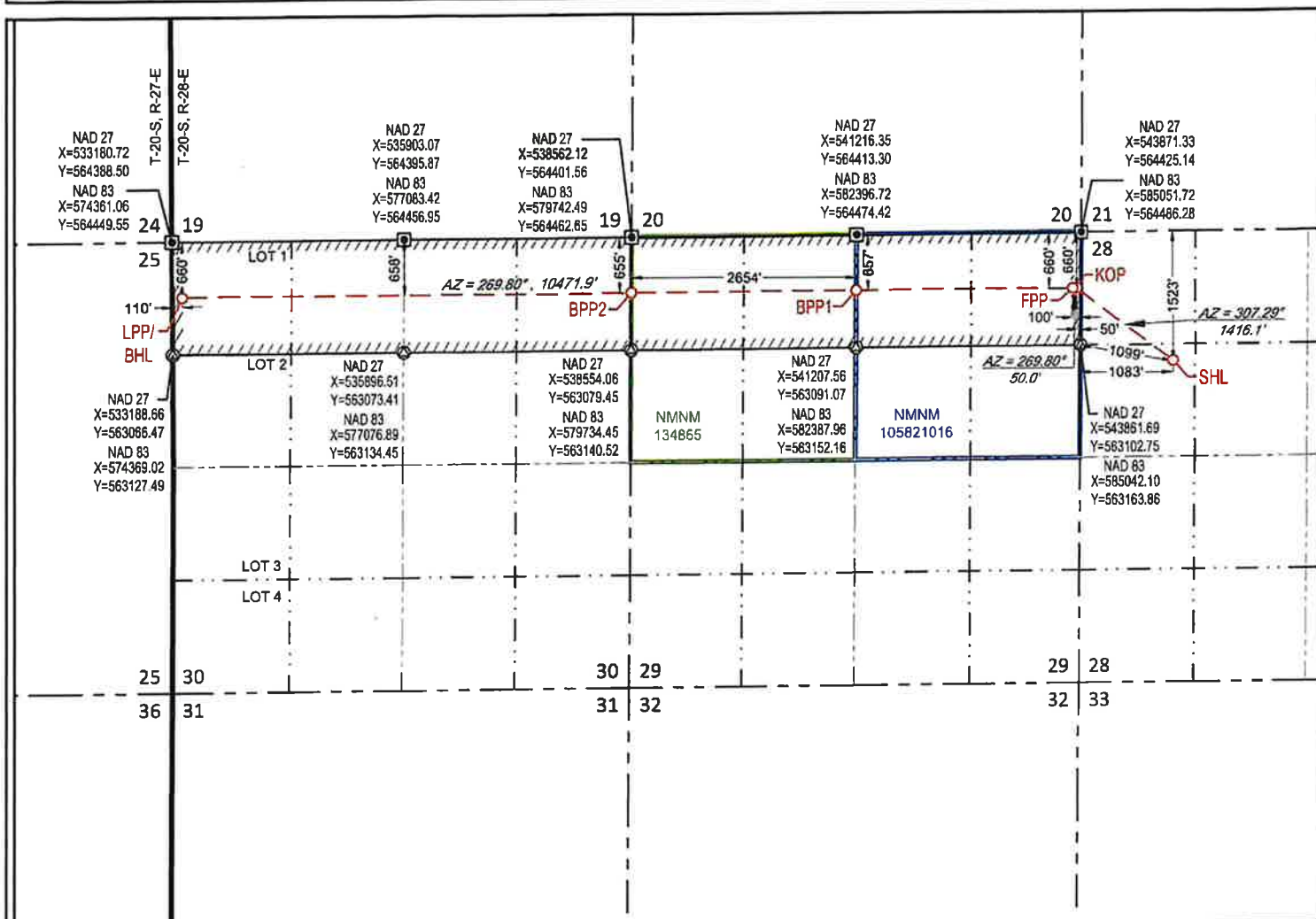
Revised July 9, 2024

Submittal
Type:

- ☐
- Initial Submittal
-
- ☐
- Amended Report
-
- ☐
- As Drilled

Property Name and Well Number

WAYNE GAYLORD 2930 FED COM 121H



SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=586124 Y=562968
LAT.: N 32.5475725
LONG.: W 104.1879862
NAD 1927
X=544943 Y=562907
LAT.: N 32.5474549
LONG.: W 104.1874798
1523' FNL 1083' FWL

KICK OFF POINT (KOP)

NEW MEXICO EAST
NAD 1983
X=584997 Y=563826
LAT.: N 32.5499349
LONG.: W 104.1916389
NAD 1927
X=543817 Y=563765
LAT.: N 32.5498173
LONG.: W 104.1911323
660' FNL 50' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=584947 Y=563826
LAT.: N 32.5499346
LONG.: W 104.1918012
NAD 1927
X=543767 Y=563765
LAT.: N 32.5498170
LONG.: W 104.1912946
660' FNL 100' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=582392 Y=563817
LAT.: N 32.5499195
LONG.: W 104.2000918
NAD 1927
X=541212 Y=563756
LAT.: N 32.5498021
LONG.: W 104.1995850
657' FNL 2654' FWL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
NAD 1983
X=579739 Y=563808
LAT.: N 32.5499033
LONG.: W 104.2087048
NAD 1927
X=538558 Y=563747
LAT.: N 32.5497859
LONG.: W 104.2081978
655' FNL 0' FWL

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

NEW MEXICO EAST
NAD 1983
X=574475 Y=563790
LAT.: N 32.5498693
LONG.: W 104.2257872
NAD 1927
X=533295 Y=563729
LAT.: N 32.5497521
LONG.: W 104.2252797
660' FNL 110' FWL

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.
05/03/2024

Date of Survey



| | | | |
|--|---|----------------------|---|
| 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 checked="" type="checkbox"/> Initial Submittal |
| | | | <input type="checkbox"/> Amended Report |
| | | | <input type="checkbox"/> As Drilled |

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|--|---|---|
| API Number | Pool Code 3713 | Pool Name Avalon; Bone Spring; East |
| Property Code | Property Name WAYNE GAYLORD 2930 FED COM | Well Number 122H |
| OGRID No. | Operator Name MATADOR PRODUCTION COMPANY | Ground Level Elevation 3223' |
| Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal | | Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" 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 |
| E | 28 | 20-S | 28-E | - | 1553' N | 1083' W | N 32.5474900 | W 104.1879862 | EDDY |

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 |
| 2 | 30 | 20-S | 28-E | - | 1980' N | 110' W | N 32.5462409 | W 104.2257657 | EDDY |

| | | | | |
|---------------------------|-------------------------|-------------------|--|-------------------|
| Dedicated Acres 321.69 | 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 |
| H | 29 | 20-S | 28-E | - | 1980' N | 50' E | N 32.5463064 | W 104.1916758 | EDDY |

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 |
| H | 29 | 20-S | 28-E | - | 1980' N | 100' E | N 32.5463061 | W 104.1918381 | EDDY |

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 |
| 2 | 30 | 20-S | 28-E | - | 1980' N | 110' W | N 32.5462409 | W 104.2257657 | EDDY |

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

OPERATOR CERTIFICATION

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.

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.

Cassie Hahn

9/3/24

Signature Date
Cassie Hahn
Print Name
chahn@matadorresources.com
E-mail Address

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.



Signature and Seal of Professional Surveyor Date
Certificate Number Date of Survey
05/03/2024

C-102

Submit Electronically
Via OCD PermittingState of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

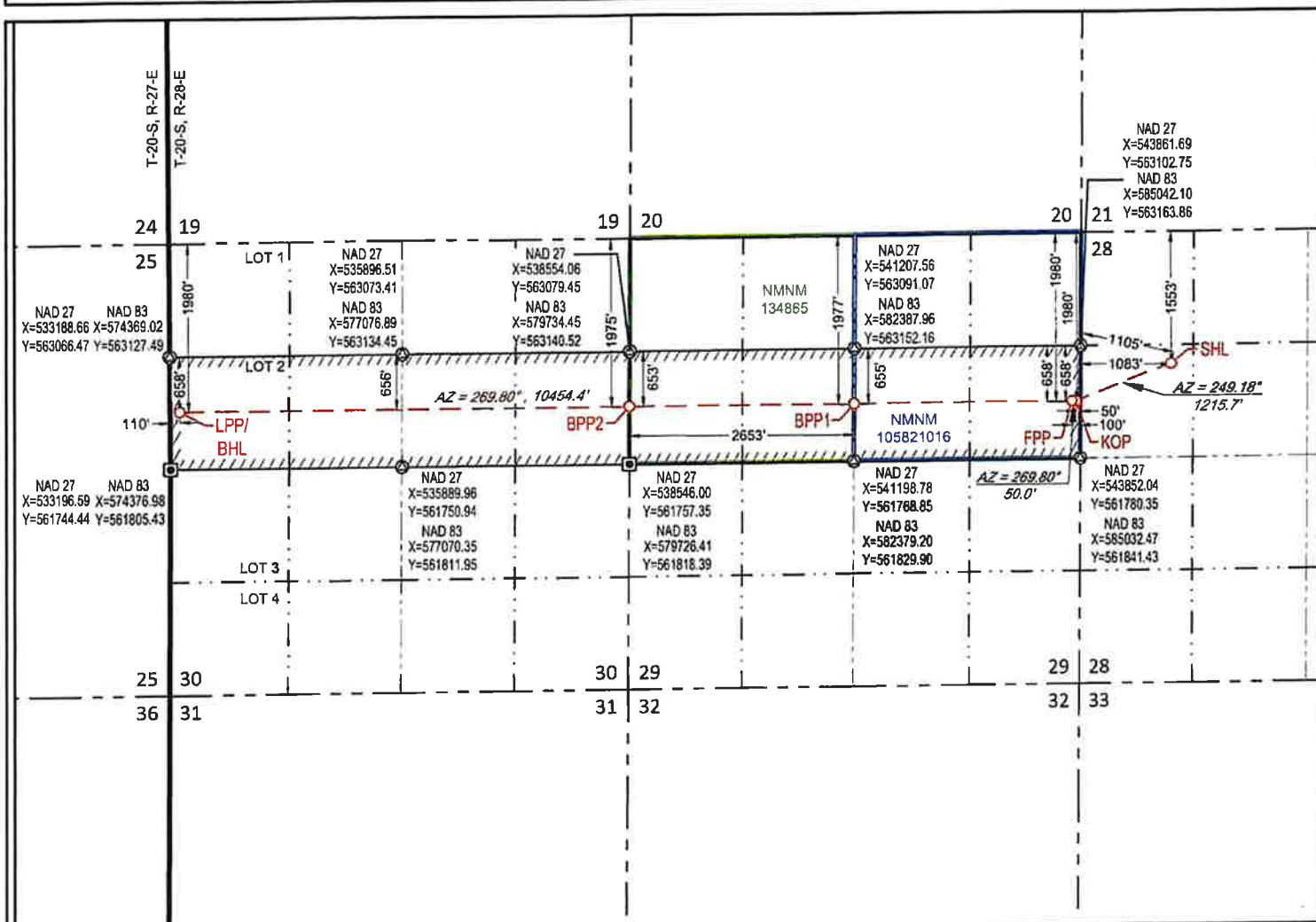
Revised July 9, 2024

Submittal
Type:

- ☐
- Initial Submittal
-
- ☐
- Amended Report
-
- ☐
- As Drilled

Property Name and Well Number

WAYNE GAYLORD 2930 FED COM 122H



SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=586124 Y=562938
LAT.: N 32.5474900
LONG.: W 104.1879862
NAD 1927
X=544943 Y=562877
LAT.: N 32.5473724
LONG.: W 104.1874798
1553' FNL 1083' FWL

KICK OFF POINT (KOP)

NEW MEXICO EAST
NAD 1983
X=584987 Y=562506
LAT.: N 32.5463064
LONG.: W 104.1916758
NAD 1927
X=543807 Y=562445
LAT.: N 32.5461888
LONG.: W 104.1911693
1980' FNL 50' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=584937 Y=562506
LAT.: N 32.5463061
LONG.: W 104.1918381
NAD 1927
X=543757 Y=562445
LAT.: N 32.5461885
LONG.: W 104.1913315
1980' FNL 100' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=582384 Y=562497
LAT.: N 32.5462910
LONG.: W 104.2001256
NAD 1927
X=541203 Y=562436
LAT.: N 32.5461736
LONG.: W 104.1996188
1977' FNL 2653' FWL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
NAD 1983
X=579730 Y=562488
LAT.: N 32.5462748
LONG.: W 104.2087359
NAD 1927
X=538550 Y=562427
LAT.: N 32.5461574
LONG.: W 104.2082289
1975' FNL 0' FWL

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

NEW MEXICO EAST
NAD 1983
X=574483 Y=562470
LAT.: N 32.5462409
LONG.: W 104.2257657
NAD 1927
X=533303 Y=562409
LAT.: N 32.5461237
LONG.: W 104.2252583
1980' FNL 110' FWL

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.
05/03/2024

Date of Survey



| | | | |
|--|---|-------------------------------------|--|
| 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 30-015-56183 | Pool Code 73520 | Pool Name Burton Flat; Wolfcamp, North (Gas) |
| Property Code 336923 | Property Name WAYNE GAYLORD 2930 FED COM | Well Number 201H |
| OGRID No. 228937 | Operator Name MATADOR PRODUCTION COMPANY | Ground Level Elevation 3223' |
| 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. E | Section 28 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1523' N | Feet from the E/W 1113' W | Latitude N 32.5475726 | Longitude W 104.1878887 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|------------------------------|--------------------------|----------------------------|----------------|

Bottom Hole Location

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. 1 | Section 30 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 670' N | Feet from the E/W 340' W | Latitude N 32.5498425 | Longitude W 104.2250406 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|

| | | | | |
|---------------------------|-------------------------|-------------------|--|-------------------|
| Dedicated Acres 643.59 | 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. A | Section 29 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 660' N | Feet from the E/W 280' E | Latitude N 32.5499326 | Longitude W 104.1923854 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|


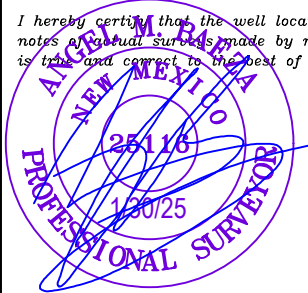
First Take Point (FTP)

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. A | Section 29 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 660' N | Feet from the E/W 330' E | Latitude N 32.5499322 | Longitude W 104.1925477 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|

Last Take Point (LTP)

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. 1 | Section 30 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 670' N | Feet from the E/W 340' W | Latitude N 32.5498425 | Longitude W 104.2250406 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|-----------------------------|-----------------------------|--------------------------|----------------------------|----------------|

| | | |
|--|---|--------------------------------|
| 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>  1/31/2025 Signature Nicky Fitzgerald Print Name nicky.fitzgerald@matadorresources.com E-mail Address | | 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 02/21/2024 | |
|--|--|---|--|

C-102

Submit Electronically
Via OCD PermittingState of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

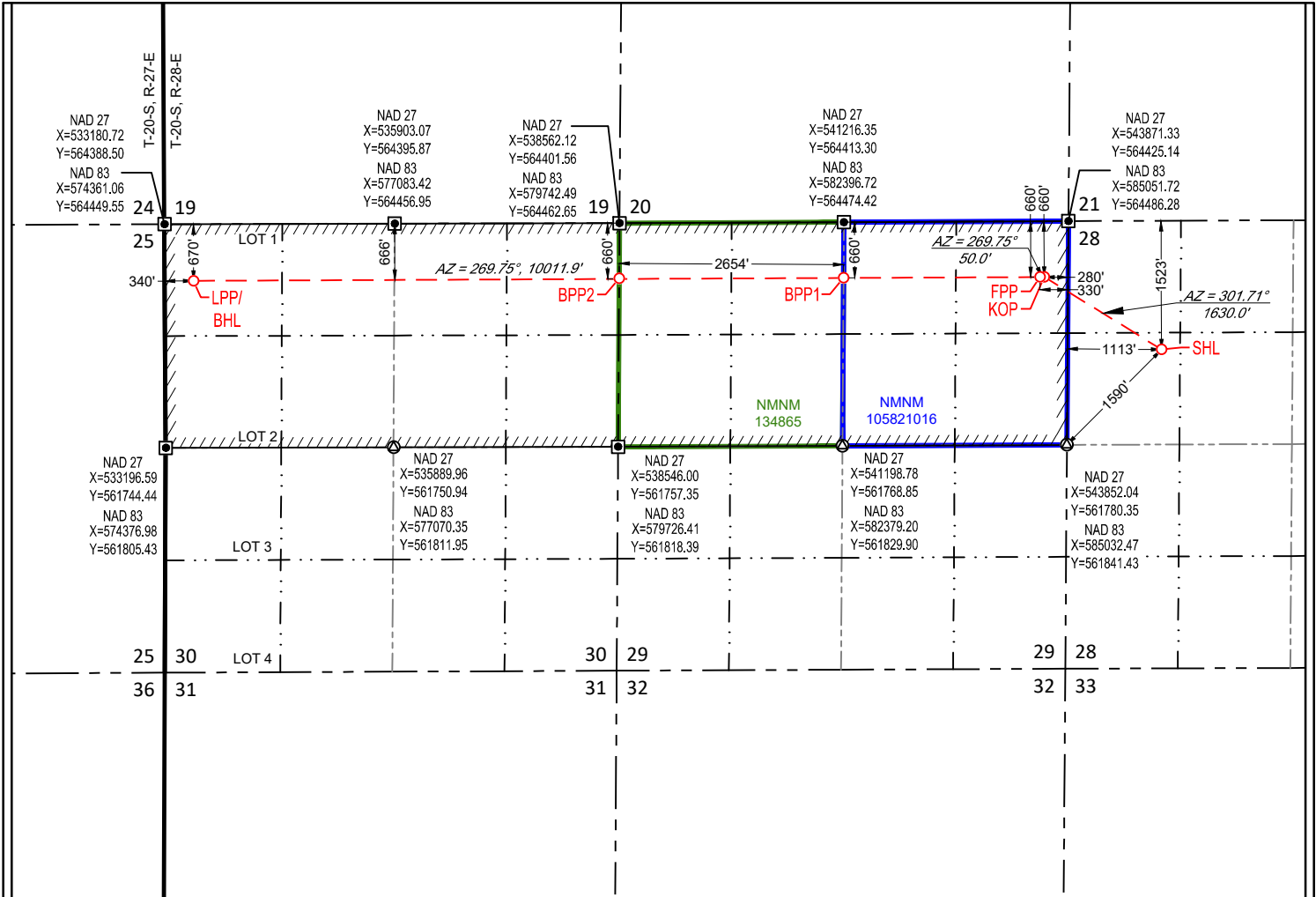
Revised July 9, 2024

Submittal
Type:

- ☐ Initial Submittal
- ☒ Amended Report
- ☐ As Drilled

Property Name and Well Number

WAYNE GAYLORD 2930 FED COM 201H

**SURFACE LOCATION (SHL)**

NEW MEXICO EAST
NAD 1983
X=586154 Y=562968
LAT.: N 32.5475726
LONG.: W 104.1878887
NAD 1927
X=544973 Y=562907
LAT.: N 32.5474550
LONG.: W 104.1873822
1523' FNL 1113' FWL

KICK OFF POINT (KOP)

NEW MEXICO EAST
NAD 1983
X=584767 Y=563825
LAT.: N 32.5499322
LONG.: W 104.1923854
NAD 1927
X=543587 Y=563764
LAT.: N 32.5498151
LONG.: W 104.1918788
660' FNL 280' FEL

FIRST PERF. POINT (FPP)

NEW MEXICO EAST
NAD 1983
X=584717 Y=563825
LAT.: N 32.5499322
LONG.: W 104.1925477
NAD 1927
X=543537 Y=563764
LAT.: N 32.5498147
LONG.: W 104.1920411
660' FNL 330' FEL

BLM PERF. POINT (BPP1)

NEW MEXICO EAST
NAD 1983
X=582392 Y=563814
LAT.: N 32.5499121
LONG.: W 104.2000919
NAD 1927
X=541212 Y=563753
LAT.: N 32.5497947
LONG.: W 104.1995851
660' FNL 2654' FWL

BLM PERF. POINT (BPP2)

NEW MEXICO EAST
NAD 1983
X=579738 Y=563803
LAT.: N 32.5498886
LONG.: W 104.2087050
NAD 1927
X=538558 Y=563742
LAT.: N 32.5497713
LONG.: W 104.2081979
660' FNL 0' FWL

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

NEW MEXICO EAST
NAD 1983
X=574705 Y=563780
LAT.: N 32.5498425
LONG.: W 104.2250406
NAD 1927
X=533525 Y=563719
LAT.: N 32.5497253
LONG.: W 104.2245331
670' FNL 340' FWL

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, 02/21/2024

Date of Survey



| | | | |
|--|---|-------------------------------------|--|
| 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 30-015-56114 | Pool Code 73520 | Pool Name Burton Flat; Wolfcamp, North (Gas) |
| Property Code 336923 | Property Name WAYNE GAYLORD 2930 FED COM | Well Number 202H |
| OGRID No. 228937 | Operator Name MATADOR PRODUCTION COMPANY | Ground Level Elevation 3222' |
| 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. E | Section 28 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1553' N | Feet from the E/W 1113' W | Latitude N 32.5474900 | Longitude W 104.1878893 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|------------------------------|--------------------------|----------------------------|----------------|

Bottom Hole Location

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. 2 | Section 30 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1984' N | Feet from the E/W 340' W | Latitude N 32.5462303 | Longitude W 104.2250192 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|

| | | | | |
|---------------------------|-------------------------|-------------------|--|-------------------|
| Dedicated Acres 643.59 | 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. H | Section 29 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1985' N | Feet from the E/W 280' E | Latitude N 32.5462915 | Longitude W 104.1924224 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|

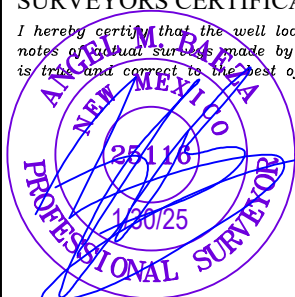
First Take Point (FTP)

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. H | Section 29 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1985' N | Feet from the E/W 330' E | Latitude N 32.5462910 | Longitude W 104.1925847 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|

Last Take Point (LTP)

| | | | | | | | | | |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|
| UL or lot no. 2 | Section 30 | Township 20-S | Range 28-E | Lot Idn - | Feet from the N/S 1984' N | Feet from the E/W 340' W | Latitude N 32.5462303 | Longitude W 104.2250192 | County EDDY |
|--------------------|---------------|------------------|---------------|--------------|------------------------------|-----------------------------|--------------------------|----------------------------|----------------|

| | | |
|--|---|--------------------------------|
| 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> <i>Nicky Fitzgerald</i> 1/31/2025 Signature Date Nicky Fitzgerald Print Name nicky.fitzgerald@matadorresources.com E-mail Address | | 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 02/21/2024 | |
|---|--|---|--|



Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **September, 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 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 (NW4NW4), NE4NW4 and N2NE4 of Section 30 & the N2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.

Containing **321.90** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Wayne Gaylord 2930 Fed Com #121H – Federal Comm Agreement

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Kyle Perkins – Senior Vice President & Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

TITLE: Senior Vice President & Assistant General Counsel

Phone number : (972)-371-5202

Wayne Gaylord 2930 Fed Com #121H – Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering **321.90** acres in the **Lot 1 (NW4NW4), NE4NW4 and N2NE4 of Section 30 & the N2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #121H

| | | |
|--|--|---|
| Tract 1 K0-5115-0001 161.90 acres | Tract 2 NMNM-134865 80.00 acres | Tract 3 NMNM-105821016 80.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lot 1 (NW4NW4), NE4NW4 and N2NE4 of Section 30 & the N2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|---|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lot 1 (NW4NW4), NE4NW4, N2NE4 |
| Number of Acres: | 161.90 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore |

Wayne Gaylord 2930 Fed Com #121H – Federal Comm Agreement

Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Agnes Cluthe Oliver
Foundation Trust
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Robert A. Oliver Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Judith C. Devine Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Brian D. Woehler Trust
u/w/o William B. Oliver
Adolph P. Schuman
Space Building Corp.
Frederick Van Vranken
Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: N2NW4
Number of Acres: 80.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: N2NE4
Number of Acres: 80.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

Wayne Gaylord 2930 Fed Com #121H – Federal Comm Agreement

RECAPITULATION

| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|----------------------|-----------------------------------|--|
| 1 | 161.90 | 50.30% |
| 2 | 80.00 | 24.85% |
| 3 | 80.00 | 24.85% |
| Total | 321.90 | 100.00% |

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Wayne Gaylord 2930 Fed Com #121H – Federal Comm Agreement

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 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 (NW4NW4), NE4NW4, N2NE4 of Section 30, N2N2 of Section 29,

Sect(s) 30&29, T 20S, R 28E, NMPM Eddy County, NM

containing 321.90 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil and gas

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

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September** _____ 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.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

Wayne Gaylord 2930 Fed Com #121H – State Comm Agreement

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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 **321.90** acres in the **Lot 1 (NW4NW4), NE4NW4 and N2NE4 of Section 30 & the N2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #121H

| | | |
|--|--|---|
| Tract 1 K0-5115-0001 161.90 acres | Tract 2 NMNM-134865 80.00 acres | Tract 3 NMNM-105821016 80.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lot 1 (NW4NW4), NE4NW4 and N2NE4 of Section 30 & the N2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|---|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lot 1 (NW4NW4), NE4NW4, N2NE4 |
| Number of Acres: | 161.90 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver Brown Brothers Harriman Trust Company of |

Wayne Gaylord 2930 Fed Com #121H – State Comm Agreement

Delaware, Trustee of the Judith C. Devine Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Brian D. Woehler Trust
u/w/o William B. Oliver
Adolph P. Schuman
Space Building Corp.
Frederick Van Vranken
Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: N2NW4
Number of Acres: 80.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: N2NE4
Number of Acres: 80.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

RECAPITULATION

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| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|------------------|-------------------------------|--|
| 1 | 161.90 | 50.30% |
| 2 | 80.00 | 24.85% |
| 3 | 80.00 | 24.85% |
| Total | 321.90 | 100.00% |

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **September, 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 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 (SW4NW4), SE4NW4 and S2NE4 of Section 30 & the S2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.

Containing **321.69** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Wayne Gaylord 2930 Fed Com #122H – Federal Comm Agreement

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Kyle Perkins – Senior Vice President & Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Chris Carleton

TITLE: Vice President of Land Operations

Phone number : (972)-371-5430

EXHIBIT “A”

Plat of communitized area covering **321.69** acres in the **Lot 2 (SW4NW4), SE4NW4 and S2NE4 of Section 30 & the S2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #122H

| | | |
|--|--|---|
| | | |
| Tract 1 K0-5115-0001 161.69 acres | Tract 2 NMNM-134865 80.00 acres | Tract 3 NMNM-105821016 80.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lot 2 (SW4NW4), SE4NW4 and S2NE4 of Section 30 & the S2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|---|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lot 2 (SW4NW4), SE4NW4, S2NE4 |
| Number of Acres: | 161.69 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore |

Wayne Gaylord 2930 Fed Com #122H – Federal Comm Agreement

Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Agnes Cluthe Oliver
Foundation Trust
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Robert A. Oliver Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Judith C. Devine Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Brian D. Woehler Trust
u/w/o William B. Oliver
Adolph P. Schuman
Space Building Corp.
Frederick Van Vranken
Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: S2NW4
Number of Acres: 80.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: S2NE4
Number of Acres: 80.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

Wayne Gaylord 2930 Fed Com #122H – Federal Comm Agreement

RECAPITULATION

| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|----------------------|-----------------------------------|--|
| 1 | 161.69 | 50.30% |
| 2 | 80.00 | 24.85% |
| 3 | 80.00 | 24.85% |
| Total | 321.69 | 100.00% |

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Wayne Gaylord 2930 Fed Com #122H – Federal Comm Agreement

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 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 (SW4NW4), SE4NW4, S2NE4 of Section 30, S2N2 of Section 29,

Sect(s) 30&29, T 20S, R 28E, NMPM Eddy County, NM

containing 321.69 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil and gas

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

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September** _____ 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.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

Wayne Gaylord 2930 Fed Com #122H – State Comm Agreement

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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 **321.69** acres in the **Lot 2 (SW4NW4), SE4NW4 and S2NE4 of Section 30 & the S2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #122H

| | | |
|--|--|---|
| | | |
| Tract 1 K0-5115-0001 161.69 acres | Tract 2 NMNM-134865 80.00 acres | Tract 3 NMNM-105821016 80.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lot 2 (SW4NW4), SE4NW4 and S2NE4 of Section 30 & the S2N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|---|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lot 2 (SW4NW4), SE4NW4, S2NE4 |
| Number of Acres: | 161.69 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver Brown Brothers Harriman Trust Company of |

Wayne Gaylord 2930 Fed Com #122H – State Comm Agreement

Delaware, Trustee of the Judith C. Devine Trust
 u/w/o William B. Oliver
 Brown Brothers Harriman Trust Company of
 Delaware, Trustee of the Brian D. Woehler Trust
 u/w/o William B. Oliver
 Adolph P. Schuman
 Space Building Corp.
 Frederick Van Vranken
 Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
 Section 29: S2NW4
Number of Acres: 80.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
 Section 29: S2NE4
Number of Acres: 80.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

RECAPITULATION

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| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|------------------|-------------------------------|--|
| 1 | 161.69 | 50.30% |
| 2 | 80.00 | 24.85% |
| 3 | 80.00 | 24.85% |
| Total | 321.69 | 100.00% |

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **September, 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 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:

Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.

Containing **643.59** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Wayne Gaylord 2930 Fed Com #201H/#202H – Federal Comm Agreement

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Kyle Perkins – Senior Vice President & Assistant General Counsel
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

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 & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

TITLE: Senior Vice President & Assistant General Counsel

Phone number : (972)-371-5202

EXHIBIT “A”

Plat of communitized area covering **643.59** acres in the **Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #201H/#202H

| | | |
|--|---|--|
| Tract 1 K0-5115-0001 323.59 acres | Tract 2 NMNM-134865 160.00 acres | Tract 3 NMNM-105821016 160.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|---|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lots 1 & 2 (W2NW4), E2NW4, NE4 |
| Number of Acres: | 323.59 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust |

Wayne Gaylord 2930 Fed Com #201H/#202H – Federal Comm Agreement

Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Robert A. Oliver Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Judith C. Devine Trust
u/w/o William B. Oliver
Brown Brothers Harriman Trust Company of
Delaware, Trustee of the Brian D. Woehler Trust
u/w/o William B. Oliver
Adolph P. Schuman
Space Building Corp.
Frederick Van Vranken
Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: NW4
Number of Acres: 160.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
Section 29: NE4
Number of Acres: 160.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

RECAPITULATION

| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|----------------------|-----------------------------------|--|
| 1 | 323.59 | 50.30% |
| 2 | 160.00 | 24.85% |
| 3 | 160.00 | 24.85% |
| Total | 643.59 | 100.00% |

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Wayne Gaylord 2930 Fed Com #201H/#202H – Federal Comm Agreement

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 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 Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29,

Sect(s) 30&29, T 20S, R 28E, NMPM Eddy County, NM

containing 643.59 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.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September** _____ Month **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.
11. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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 **643.59** acres in the **Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

Wayne Gaylord 2930 Fed Com #201H/#202H

| | | |
|--|---|--|
| Tract 1 K0-5115-0001 323.59 acres | Tract 2 NMNM-134865 160.00 acres | Tract 3 NMNM-105821016 160.00 acres |
| Section 30-20S-28E | Section 29-20S-28E | |

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **September 1, 2024**, embracing the following described land in the **Lots 1 & 2 (W2NW4), E2NW4 and NE4 of Section 30 & the N2 of Section 29, Township 20 South, Range 28 East, Eddy County, New Mexico.**

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

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

| | |
|---|--|
| Lease Serial Number: | K0-5115-0001 |
| Description of Land Committed: | Township 20 South, Range 28 East, Section 30: Lots 1 & 2 (W2NW4), E2NW4, NE4 |
| Number of Acres: | 323.59 |
| Current Lessee of Record: | Kerr-McGee Oil & Onshore, L.P. |
| Name and Percent of Working Interest Owners: | EOG Resources, Inc. XTO Holdings, LLC OXY USA WTP Limited Partnership Oxy Y- Company Ard Energy Group, Ltd. Zorro Partners, Ltd. Edward R. Hudson, Jr. BP Amoco Inc. Claremont Corporation Tronox Worldwide LLC Diamond Head Properties, L.P. Karen V. & William H. Martin Energy, Ltd. Magic Dog Oil & Gas, Ltd. Taffrail Investments, LP Shumana Exploration, LP Judson Exploration, LP Pride Energy Company Red River Energy Partners, LLC Willischild Oil & Gas Corp. Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 J. W. Gendron Royalty Trust Corp. Trustee of the E. G. Holden Testamentary Trust Isaac A. Kawasaki Betsy H. Keller Charles Cline Moore Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver Brown Brothers Harriman Trust Company of Wayne Gaylord 2930 Fed Com #201H/#202H – State Comm Agreement |

Delaware, Trustee of the Judith C. Devine Trust
 u/w/o William B. Oliver
 Brown Brothers Harriman Trust Company of
 Delaware, Trustee of the Brian D. Woehler Trust
 u/w/o William B. Oliver
 Adolph P. Schuman
 Space Building Corp.
 Frederick Van Vranken
 Pennzoil Exploration and Production Company

Tract No. 2

Lease Serial Number: NMNM-134865
Description of Land Committed: Township 20 South, Range 28 East,
 Section 29: NW4
Number of Acres: 160.00
Current Lessee of Record: MRC Permian Company
Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: NMNM-105821016
Description of Land Committed: Township 20 South, Range 28 East,
 Section 29: NE4
Number of Acres: 160.00
Current Lessee of Record: Pride Energy Company
Name and Percent of Working Interest Owners: Pride Energy Company

RECAPITULATION

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| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|------------------|-------------------------------|--|
| 1 | 323.59 | 50.30% |
| 2 | 160.00 | 24.85% |
| 3 | 160.00 | 24.85% |
| Total | 643.59 | 100.00% |

| | | | | |
|---|-----------------------------------|----------------|--------|------------|
| Abuelo, LLC | 21 Crook Drive | Artesia | NM | 88210 |
| Adolph P. Schuman | 2701 16th Street | San Francisco | CA | 94104 |
| Ard Energy Group, Ltd. | P.O. Box 101027 | Fort Worth | TX | 76185 |
| Betsy H. Keller | 2524 Union Street | San Francisco | CA | 94123 |
| BP Amoco Inc. | 501 Westlake Pk Blvd | Houston | TX | 77079 |
| Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust | 919 N Market St., Suite 420 | Wilmington | DE | 19801 |
| Brown Brothers Harriman Trust Company of Delaware, Trustee of the Brian D. Woehler Trust u/w/o William B. Oliver | 919 N Market St., Suite 420 | Wilmington | DE | 19801 |
| Brown Brothers Harriman Trust Company of Delaware, Trustee of the Judith C. Devine Trust u/w/o William B. Oliver | 919 N Market St., Suite 420 | Wilmington | DE | 19801 |
| Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver | 919 N Market St., Suite 420 | Wilmington | DE | 19801 |
| Bureau of Land Management | 620 E. Greene St | Carlsbad | NM | 88220 |
| Bureau of Land Management | 301 Dinosaur Trail | Santa Fe | NM | 87508 |
| Charles Cline Moore | 138 Harvard Avenue | Hill Valley | CA | 94941 |
| Claremont Corporation | P.O. Box 549 | Claremore | OK | 74017 |
| Diamond Head Properties, L.P. | P.O. Box 2127 | Midland | TX | 79702 |
| Edward R. Hudson, Jr. | 616 Texas Street | Fort Worth | TX | 76102-4612 |
| EOG Resources, Inc. | P.O. 4362 | Houston | TX | 77210-4362 |
| Ergodic Resources, LLC | P.O. Box 2021 | Roswell | NM | 88202 |
| Ernie Bello | 3325 Ala Akulikuli | Honolulu | HI | 96818 |
| Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 | 2493 Makiki Heights Drive | Honolulu | HI | 96822 |
| Frederick Van Vranken | 665 5th Ave., 10th Floor | New York | NY | 10022 |
| Isaac A. Kawasaki | 1232 S. King Street | Honolulu | HI | 96814 |
| Isramco Resources, LLC | 4801 Woodway, Suite 100 | Houston | TX | 77056 |
| J. W. Gendron | 2989 Eucalyptus Hill | Santa Barbara | CA | 93108 |
| Judson Exploration, LP | 3736 Bee Cave Rd., Suite 1PMB-181 | Austin | TX | 78746 |

| | | | | |
|--|------------------------------------|---------------|----|------------|
| Karen V. & William H. Martin Energy, Ltd. | 400 W. Illinois, Suite 1120 | Midland | TX | 79701 |
| Kerr-McGee Oil & Gas Onshore, L.P. | 1201 Lake Woodlands Dr. | The Woodlands | TX | 77381 |
| Loco Hills Production Company LLC | P.O. Box 779 | Artesia | NM | 88211 |
| Magic Dog Oil & Gas, Ltd. | P.O. Box 10708 | Midland | TX | 79702 |
| Mark Wilson Family Partnership, L.P. | 4501 Greentree Boulevard | Midland | TX | 79707 |
| MRC Permian Company | 5400 LBJ Freeway, Suite 1500 | Dallas | TX | 75240 |
| New Mexico State Land Office | 310 Old Santa Fe | Santa Fe | NM | 87501 |
| Oxy USA WTP Limited Partnership | 5 Greenway Plaza, Suite 110 | Houston | TX | 77046 |
| Oxy Y-1 Company | P.O. Box 27570 | Houston | TX | 77227-9930 |
| Pennzoil Exploration and Production Company | P.O. Box 2967 | Houston | TX | 77252-2967 |
| Pride Energy Company | P.O. Box 701950 | Tulsa | OK | 74170-1950 |
| Rado Royalties, LLC | 5 Inverness Drive East | Englewood | CO | 80112 |
| Red River Energy Partners, LLC | P.O. Box 2455 | Midland | TX | 79702 |
| Royalty Trust Corp. | P.O. Box 22577 | Hialeah | FL | 33002 |
| Savannah Morgan Boling | 4917 Cypress Ave. | Wichita Falls | TX | 76310 |
| Shumana Exploration, LP | P.O. Box 11245 | Midland | TX | 79702 |
| Silverhair, LLC | 1301 Lewis Rd. | Artesia | NM | 88210 |
| Space Building Corp. | 250 Cape Hwy, Rt. 44 | East Taunton | MA | 2718 |
| Stacy Moore-Boling | P.O. Box 1617 | Artesia | NM | 88211-1617 |
| Taffrail Investments, LP | P.O. Box 11025 | Midland | TX | 79702 |
| Tronox Worldwide LLC | 263 Tresser Boulevard, Suite 1100 | Stamford | CT | 6901 |
| Trustee of the E. G. Holden Testamentary Trust | 2524 Union Street | San Francisco | CA | 94123 |
| White Rock Oil & Gas GP I, LLC | 5001 Spring Valley Rd., Suite 100E | Dallas | TX | 75244 |
| White Rock Oil & Gas GP I-B Partners, LP | 5001 Spring Valley Rd., Suite 100E | Dallas | TX | 75244 |
| Willischild Oil & Gas Corporation | P.O. Box 345 | Snyder | OK | 73566 |
| XTO Holdings, LLC | 810 Houston Street | Fort Worth | TX | 76102 |
| Zorro Partners Ltd. | 616 Texas Street | Fort Worth | TX | 76102 |



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

March 26, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, Township 20 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Division rules require that a copy of this application be provided to you (there are no documents in this notice packet for you to sign). 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:

Hanna Rhoades
Matador Production Company
(972) 619-4341
hanna.rhoades@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**

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 |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

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|------------------------|--|-------------------------|---------------|----|------------|--|
| 9414811898765445063980 | Abuelo, LLC | 21 Crook Dr | Artesia | NM | 88210-9227 | Your item was delivered to an individual at the address at 5:00 pm on March 31, 2025 in ARTESIA, NM 88210. |
| 9414811898765445063935 | Adolph P. Schuman | 2701 16th St | San Francisco | CA | 94103-4215 | The return on your item was processed on April 4, 2025 at 8:55 pm in SACRAMENTO, CA 95813. |
| 9414811898765445063973 | Ard Energy Group, Ltd. | PO Box 101027 | Fort Worth | TX | 76185-1027 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063669 | Betsy H. Keller | 2524 Union St | San Francisco | CA | 94123-3833 | This is a reminder to arrange for redelivery of your item or your item will be returned to sender. |
| 9414811898765445063621 | BP Amoco Inc. | 501 Westlake Pk Blvd | Houston | TX | 77079-2604 | Your item was delivered to the front desk, reception area, or mail room at 10:35 am on March 31, 2025 in HOUSTON, TX 77079. |
| 9414811898765445063607 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item was returned to the sender on April 3, 2025 at 7:19 am in WILMINGTON, DE 19801 because the addressee was not known at the delivery address noted on the package. |
| 9414811898765445063645 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Brian D. Woehler Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item was returned to the sender on April 3, 2025 at 7:19 am in WILMINGTON, DE 19801 because the addressee was not known at the delivery address noted on the package. |
| 9414811898765445063683 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Judith C. Devine Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item was returned to the sender on April 3, 2025 at 7:19 am in WILMINGTON, DE 19801 because the addressee was not known at the delivery address noted on the package. |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

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|------------------------|--|-------------------------|-------------|----|------------|--|
| 9414811898765445063638 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item was returned to the sender on April 3, 2025 at 7:19 am in WILMINGTON, DE 19801 because the addressee was not known at the delivery address noted on the package. |
| 9414811898765445063676 | Bureau of Land Management | 620 E Greene St | Carlsbad | NM | 88220-6292 | Your item has been delivered to an agent at the front desk, reception, or mail room at 1:38 pm on March 31, 2025 in CARLSBAD, NM 88220. |
| 9414811898765445063157 | Bureau of Land Management | 301 Dinosaur Trl | Santa Fe | NM | 87508-1560 | Your item was delivered to the front desk, reception area, or mail room at 1:16 pm on March 31, 2025 in SANTA FE, NM 87508. |
| 9414811898765445063126 | Charles Cline Moore | 138 Harvard Ave | Mill Valley | CA | 94941-3538 | Your item was refused by the addressee at 10:53 am on April 4, 2025 in MILL VALLEY, CA 94941 and is being returned to the sender. |
| 9414811898765445063102 | Claremont Corporation | PO Box 549 | Claremore | OK | 74018-0549 | This is a reminder to pick up your item before April 12, 2025 or your item will be returned on April 13, 2025. Please pick up the item at the CLAREMORE, OK 74018 Post Office. |
| 9414811898765445063140 | Diamond Head Properties, L.P. | PO Box 2127 | Midland | TX | 79702-2127 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063133 | Edward R. Hudson, Jr. | 616 Texas St | Fort Worth | TX | 76102-4612 | Your item was delivered to the front desk, reception area, or mail room at 2:10 pm on March 31, 2025 in FORT WORTH, TX 76102. |
| 9414811898765445063171 | EOG Resources, Inc. | PO Box 4362 | Houston | TX | 77210-4362 | Your item has been delivered and is available at a PO Box at 1:06 pm on April 2, 2025 in HOUSTON, TX 77002. |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

| | | | | | | |
|------------------------|---|--------------------------------|-----------------|----|------------|--|
| 9414811898765445063355 | Ergodic Resources, LLC | PO Box 2021 | Roswell | NM | 88202-2021 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063362 | Ernie Bello | 3325 Ala Akulikuli St | Honolulu | HI | 96818-2215 | Your item was picked up at the post office at 1:13 pm on April 5, 2025 in HONOLULU, HI 96820. |
| 9414811898765445063300 | Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 | 2493 Makiki Heights Dr | Honolulu | HI | 96822-2547 | Your item was delivered to an individual at the address at 12:20 pm on March 29, 2025 in HONOLULU, HI 96822. |
| 9414811898765445063393 | Frederick Van Vranken | 665 5th Ave Fl 10 | New York | NY | 10022-5339 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063386 | Isaac A. Kawasaki | 1232 S King St | Honolulu | HI | 96814 | Your item was delivered to an individual at the address at 9:02 am on March 31, 2025 in HONOLULU, HI 96814. |
| 9414811898765445063331 | Isramco Resources, LLC | 4801 Woodway Dr Ste 100 | Houston | TX | 77056-1884 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063010 | J. W. Gendron | 2989 Eucalyptus Hill Rd | Santa Barbara | CA | 93108-1832 | Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on April 5, 2025 at 11:42 pm. The item is currently in transit to the destination. |
| 9414811898765445063058 | Judson Exploration, LP | 3736 Bee Caves Rd Ste 1PMB-181 | West Lake Hills | TX | 78746-5393 | Your item was delivered to an individual at the address at 12:33 pm on April 3, 2025 in AUSTIN, TX 78746. |
| 9414811898765445063065 | Karen V. & William H. Martin Energy, Ltd. | 400 W Illinois Ave Ste 1120 | Midland | TX | 79701-4310 | Your item was returned to the sender at 9:41 am on March 31, 2025 in MIDLAND, TX 79701 because the forwarding order for this address is no longer valid. |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

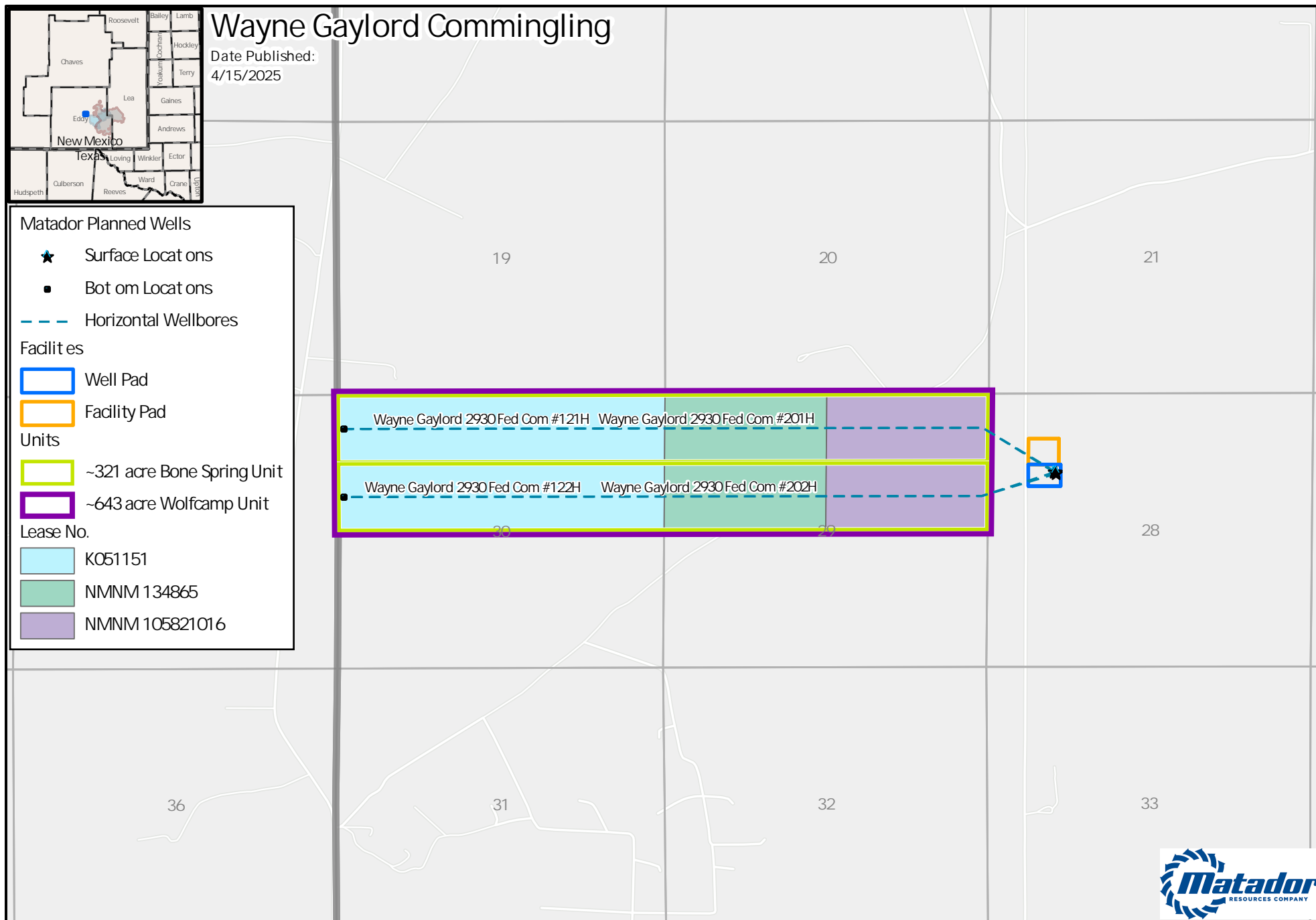
| | | | | | | |
|------------------------|---|------------------------|---------------|----|------------|--|
| 9414811898765445063027 | Kerr-McGee Oil & Gas Onshore, L.P. | 1201 Lake Woodlands Dr | The Woodlands | TX | 77380-5000 | Your item was returned to the sender on March 29, 2025 at 2:10 pm in SPRING, TX 77380 because of an incomplete address. |
| 9414811898765445063003 | Loco Hills Production Company LLC | PO Box 779 | Artesia | NM | 88211-0779 | This is a reminder to pick up your item before April 14, 2025 or your item will be returned on April 15, 2025. Please pick up the item at the ARTESIA, NM 88211 Post Office. |
| 9414811898765445063096 | Magic Dog Oil & Gas, Ltd. | PO Box 10708 | Midland | TX | 79702-7708 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063089 | Mark Wilson Family Partnership, L.P. | 4501 Green Tree Blvd | Midland | TX | 79707-1607 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063034 | New Mexico State Land Office | 310 Old Santa Fe Trl | Santa Fe | NM | 87501-2708 | Your item was picked up at a postal facility at 7:55 am on April 1, 2025 in SANTA FE, NM 87501. |
| 9414811898765445063072 | Oxy USA WTP Limited Partnership | 5 Greenway Plz Ste 110 | Houston | TX | 77046-0521 | Your item has been delivered to an agent at the front desk, reception, or mail room at 12:04 pm on March 29, 2025 in HOUSTON, TX 77046. |
| 9414811898765445063416 | Oxy Y-1 Company | PO Box 27570 | Houston | TX | 77227-7570 | Your item was picked up at a postal facility at 6:02 am on April 2, 2025 in HOUSTON, TX 77227. |
| 9414811898765445063454 | Pennzoil Exploration and Production Company | PO Box 2967 | Houston | TX | 77252-2967 | Your item arrived at the HOUSTON, TX 77002 post office at 1:06 pm on April 3, 2025 and is ready for pickup. |
| 9414811898765445063461 | Pride Energy Company | PO Box 701950 | Tulsa | OK | 74170-1950 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

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|------------------------|--------------------------------|--------------------|---------------|----|------------|--|
| 9414811898765445063409 | Rado Royalties, LLC | 5 Inverness Dr E | Englewood | CO | 80112-5519 | Your item was delivered to an individual at the address at 2:09 pm on March 31, 2025 in ENGLEWOOD, CO 80112. |
| 9414811898765445063492 | Red River Energy Partners, LLC | PO Box 2455 | Midland | TX | 79702-2455 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063447 | Royalty Trust Corp. | PO Box 22577 | Hialeah | FL | 33002-2577 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063430 | Savannah Morgan Boling | 4917 Cypress Ave | Wichita Falls | TX | 76310-3419 | Your item was returned to the sender on March 29, 2025 at 2:47 pm in WICHITA FALLS, TX 76310 because the addressee was not known at the delivery address noted on the package. |
| 9414811898765445063478 | Shumana Exploration, LP | PO Box 11245 | Midland | TX | 79702-8245 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765445063553 | Silverhair, LLC | 1301 Lewis Rd | Artesia | NM | 88210-9686 | Your item was delivered to an individual at the address at 1:29 pm on March 31, 2025 in ARTESIA, NM 88210. |
| 9414811898765445063560 | Space Building Corp. | 250 Cape Hwy Rt 44 | East Taunton | MA | 02718-1580 | Your item was delivered to an individual at the address at 12:27 pm on March 29, 2025 in EAST TAUNTON, MA 02718. |
| 9414811898765445063522 | Stacy Moore-Boling | PO Box 1617 | Artesia | NM | 88211-1617 | Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on April 5, 2025 at 11:42 pm. The item is currently in transit to the destination. |
| 9414811898765445063508 | Taffrail Investments, LP | PO Box 11025 | Midland | TX | 79702-8025 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |

MRC - Wayne Gaylord Commingling
Postal Delivery Report

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|------------------------|--|--------------------------------|---------------|----|------------|--|
| 9414811898765445063591 | Tronox Worldwide LLC | 263 Tresser Blvd Ste 1100 | Stamford | CT | 06901-3227 | Your item was delivered to the front desk, reception area, or mail room at 2:25 pm on March 29, 2025 in STAMFORD, CT 06901. |
| 9414811898765445063546 | Trustee of the E. G. Holden Testamentary Trust | 2524 Union St | San Francisco | CA | 94123-3833 | This is a reminder to arrange for redelivery of your item or your item will be returned to sender. |
| 9414811898765445063539 | White Rock Oil & Gas GP I, LLC | 5001 Spring Valley Rd Ste 100E | Dallas | TX | 75244-8240 | Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on April 5, 2025 at 11:42 pm. The item is currently in transit to the destination. |
| 9414811898765445063577 | White Rock Oil & Gas GP I-B Partners, LP | 5001 Spring Valley Rd Ste 100E | Dallas | TX | 75244-8240 | Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on April 5, 2025 at 11:42 pm. The item is currently in transit to the destination. |
| 9414811898765445064215 | Willischild Oil & Gas Corporation | PO Box 345 | Snyder | OK | 73566-0345 | Your item was picked up at the post office at 8:32 am on March 31, 2025 in SNYDER, OK 73566. |
| 9414811898765445064253 | XTO Holdings, LLC | 810 Houston St | Fort Worth | TX | 76102-6201 | We were unable to deliver your package at 10:43 am on April 3, 2025 in SANTA FE, NM 87501 because the business was closed. We will redeliver on the next business day. No action needed. |
| 9414811898765445064222 | Zorro Partners Ltd. | 616 Texas St | Fort Worth | TX | 76102-4612 | Your item was delivered to the front desk, reception area, or mail room at 2:10 pm on March 31, 2025 in FORT WORTH, TX 76102. |



GIS Standard Map Disclaimer:

This cartographic product is for informational purposes only and may not be used for legal, engineering, or planning purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 1,250 2,500 5,000 Feet



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

April 24, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, Township 20 South, Range 28 East, NMPM, Eddy County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Division rules require that a copy of this application be provided to you (there are no documents in this notice packet for you to sign). 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:

Hanna Rhoades
Matador Production Company
(972) 619-4341
hanna.rhoades@matadorresources.com

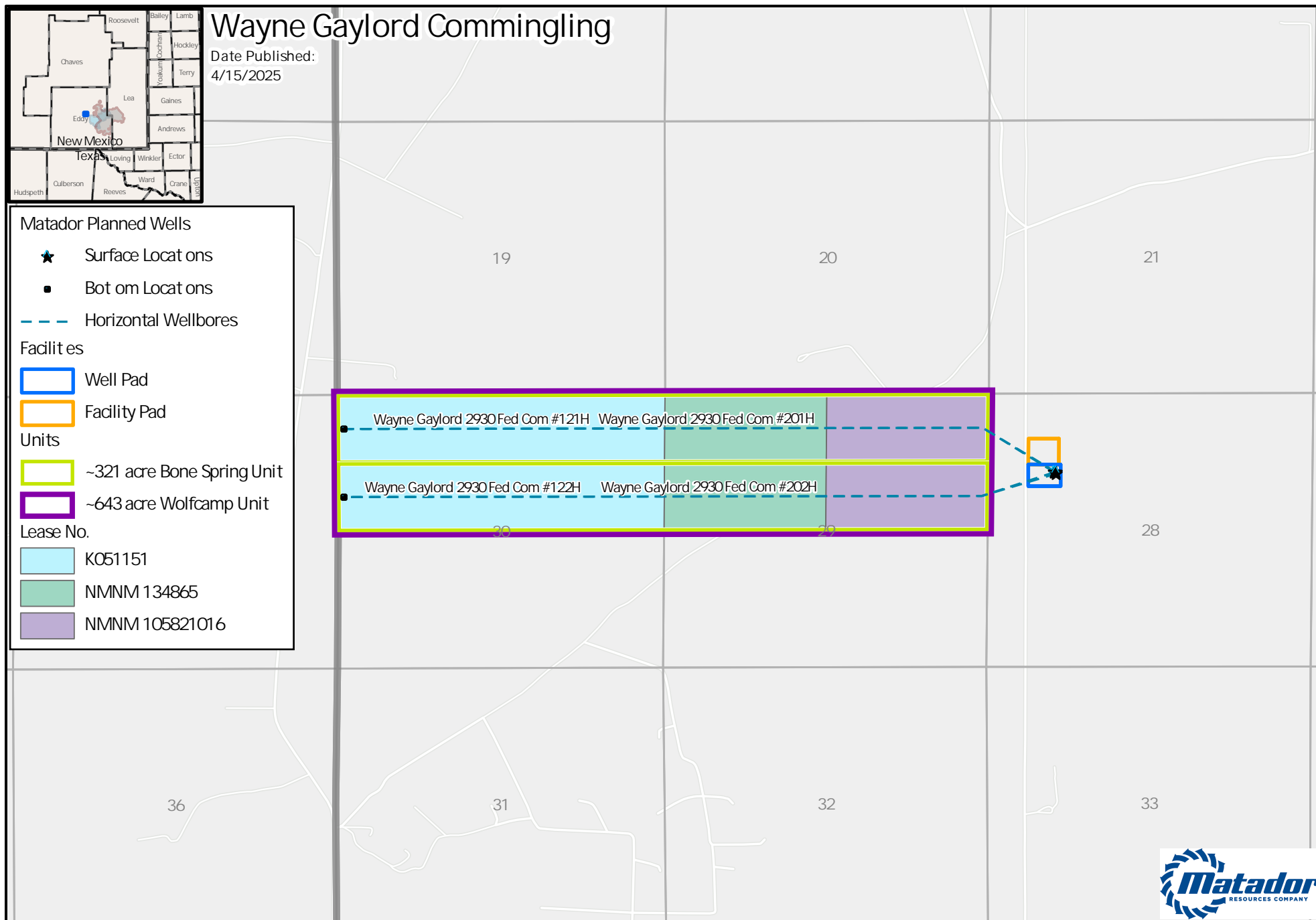
Sincerely,

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**

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 |



GIS Standard Map Disclaimer:

This cartographic product is for informational purposes and may not have been prepared for, or is suitable for legal, engineering, or planning purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 1,250 2,500 5,000 Feet

1:30,000
1 inch equals 2,500 feet

MRC - Wayne Gaylord Commingling - Supplemental
Postal Delivery Report

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|------------------------|--|-------------------------|---------------|----|------------|--|
| 9414811898765449563011 | Adolph P. Schuman | 2701 16th St | San Francisco | CA | 94103-4215 | Your item departed our USPS facility in ALBUQUERQUE, NM 87101 on May 12, 2025 at 6:39 pm. The item is currently in transit to the destination. |
| 9414811898765449563066 | Ard Energy Group, Ltd. | PO Box 101027 | Fort Worth | TX | 76185-1027 | Your item has been delivered and is available at a PO Box at 11:36 am on April 28, 2025 in FORT WORTH, TX 76109. |
| 9414811898765449563004 | Betsy H. Keller | 2524 Union St | San Francisco | CA | 94123-3833 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563097 | BP Amoco Inc. | 501 Westlake Pk Blvd | Houston | TX | 77079-2604 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449563042 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563080 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Brian D. Woehler Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563035 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Judith C. Devine Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563073 | Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver | 919 N Market St Ste 420 | Wilmington | DE | 19801-3014 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563417 | Bureau of Land Management | 301 Dinosaur Trl | Santa Fe | NM | 87508-1560 | Your item was delivered to the front desk, reception area, or mail room at 12:30 pm on April 28, 2025 in SANTA FE, NM 87508. |
| 9414811898765449563455 | Charles Cline Moore | 138 Harvard Ave | Mill Valley | CA | 94941-3538 | Your item has been delivered to the original sender at 9:58 am on May 8, 2025 in SANTA FE, NM 87501. |

MRC - Wayne Gaylord Commingling - Supplemental
Postal Delivery Report

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|------------------------|---|---------------------------------|-----------------|----|------------|--|
| 9414811898765449563424 | Claremont Corporation | PO Box 549 | Claremore | OK | 74018-0549 | Your item has been delivered to the original sender at 9:58 am on May 8, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563400 | Diamond Head Properties, L.P. | PO Box 2127 | Midland | TX | 79702-2127 | Your item has been delivered and is available at a PO Box at 11:57 am on April 30, 2025 in MIDLAND, TX 79701. |
| 9414811898765449563493 | Edward R. Hudson, Jr. | 616 Texas St | Fort Worth | TX | 76102-4612 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449563448 | EOG Resources, Inc. | PO Box 4362 | Houston | TX | 77210-4362 | Your item has been delivered to an agent. The item was picked up at USPS at 4:44 am on May 1, 2025 in HOUSTON, TX 77210. |
| 9414811898765449563486 | Ernie Bello | 3325 Ala Akulikuli St | Honolulu | HI | 96818-2215 | Your item was picked up at the post office at 6:42 pm on April 30, 2025 in HONOLULU, HI 96820. |
| 9414811898765449563479 | Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982 | 2493 Makiki Heights Dr | Honolulu | HI | 96822-2547 | Your item was delivered to an individual at the address at 11:51 am on April 30, 2025 in HONOLULU, HI 96822. |
| 9414811898765449563554 | Frederick Van Vranken | 665 5th Ave Fl 10 | New York | NY | 10022-5339 | Your item has been delivered to the original sender at 10:09 am on May 10, 2025 in SANTA FE, NM 87501. |
| 9414811898765449563509 | Isaac A. Kawasaki | 1232 S King St | Honolulu | HI | 96814 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449563592 | J. W. Gendron | 2989 Eucalyptus Hill Rd | Santa Barbara | CA | 93108-1832 | This is a reminder to arrange for redelivery of your item or your item will be returned to sender. |
| 9414811898765449563547 | Judson Exploration, LP | 3736 Bee Caves Rd Ste 1 PMB 181 | West Lake Hills | TX | 78746-5378 | Your item has been delivered to the original sender at 10:13 am on May 7, 2025 in SANTA FE, NM 87501. |

MRC - Wayne Gaylord Commingling - Supplemental
Postal Delivery Report

| | | | | | | |
|------------------------|---|-----------------------------|----------|----|------------|---|
| 9414811898765449563530 | Karen V. & William H. Martin Energy, Ltd. | 400 W Illinois Ave Ste 1120 | Midland | TX | 79701-4310 | Your item has been delivered to the original sender at 10:13 am on May 7, 2025 in SANTA FE, NM 87501. |
| 9414811898765449564216 | Magic Dog Oil & Gas, Ltd. | PO Box 10708 | Midland | TX | 79702-7708 | Your item was picked up at the post office at 10:49 am on May 6, 2025 in MIDLAND, TX 79701. |
| 9414811898765449564261 | MRC Permian Company | 5400 Lbj Fwy Ste 1500 | Dallas | TX | 75240-1017 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564223 | New Mexico State Land Office | 310 Old Santa Fe Trl | Santa Fe | NM | 87501-2708 | Your item was picked up at a postal facility at 7:55 am on May 1, 2025 in SANTA FE, NM 87501. |
| 9414811898765449564209 | Oxy USA WTP Limited Partnership | 5 Greenway Plz | Houston | TX | 77046-0526 | Your item has been delivered to an agent at the front desk, reception, or mail room at 11:14 am on April 28, 2025 in HOUSTON, TX 77046. |
| 9414811898765449564292 | Oxy Y-1 Company | PO Box 27570 | Houston | TX | 77227-7570 | Your item was picked up at a postal facility at 6:11 am on April 29, 2025 in HOUSTON, TX 77227. |
| 9414811898765449564247 | Pennzoil Exploration and Production Company | PO Box 2967 | Houston | TX | 77252-2967 | Your item has been delivered to an agent. The item was picked up at USPS at 6:58 am on May 10, 2025 in HOUSTON, TX 77210. |
| 9414811898765449564285 | Pride Energy Company | PO Box 701950 | Tulsa | OK | 74170-1950 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564230 | Red River Energy Partners, LLC | PO Box 2455 | Midland | TX | 79702-2455 | Your item was picked up at the post office at 4:08 pm on April 30, 2025 in MIDLAND, TX 79701. |
| 9414811898765449564278 | Royalty Trust Corp. | PO Box 22577 | Hialeah | FL | 33002-2577 | Your item has been delivered and is available at a PO Box at 9:52 am on May 3, 2025 in HIALEAH, FL 33002. |

MRC - Wayne Gaylord Commingling - Supplemental
Postal Delivery Report

| | | | | | | |
|------------------------|--|-----------------------------------|---------------|----|------------|---|
| 9414811898765449564810 | Shumana Exploration, LP | PO Box 11245 | Midland | TX | 79702-8245 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564865 | Space Building Corp. | 250 Cape Hwy Rt 44 | East Taunton | MA | 02718-1580 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564827 | Taffrail Investments, LP | PO Box 11025 | Midland | TX | 79702-8025 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564803 | Tronox Worldwide LLC | 263 Tresser Boulevard, Suite 1100 | Stamford | TX | 79553 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564896 | Trustee of the E. G. Holden Testamentary Trust | 2524 Union St | San Francisco | CA | 94123-3833 | Your item has been delivered to the original sender at 11:17 am on May 5, 2025 in SANTA FE, NM 87501. |
| 9414811898765449564841 | Willischild Oil & Gas Corporation | PO Box 345 | Snyder | OK | 73566-0345 | Your item was picked up at the post office at 9:10 am on April 28, 2025 in SNYDER, OK 73566. |
| 9414811898765449564889 | XTO Holdings, LLC | 810 Houston St | Fort Worth | TX | 76102-6201 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |
| 9414811898765449564834 | Zorro Partners Ltd. | 616 Texas St | Fort Worth | TX | 76102-4612 | Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. |

Tracking Number:


9414811898765449563417


 Copy  Add to Informed Delivery

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 12:30 pm on April 28, 2025 in SANTA FE, NM 87508.

Get More Out of USPS Tracking:

 USPS Tracking Plus®

 **Delivered**
Delivered, Front Desk/Reception/Mail Room
SANTA FE, NM 87508
April 28, 2025, 12:30 pm
[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](#)

Tracking Number:

9414811898765449564223



Copy



Add to Informed Delivery

Latest Update

Your item was picked up at a postal facility at 7:55 am on May 1, 2025 in SANTA FE, NM 87501.

Get More Out of USPS Tracking:



USPS Tracking Plus®



Delivered

Delivered, Individual Picked Up at Postal Facility

SANTA FE, NM 87501

May 1, 2025, 7:55 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean?

AFFIDAVIT OF PUBLICATION

CARLSBAD CURRENT-ARGUS
PO BOX 507
HUTCHINSON, KS 67504-0507

STATE OF NEW MEXICO } SS
COUNTY OF EDDY }

Account Number: 1232
Ad Number: 43680
Description: MRC Wayne Gaylord Commingling
Ad Cost: \$201.04

Sherry Groves, being first duly sworn, says:

That she is the Agent of the the Carlsbad Current-Argus, a Weekly newspaper of general circulation, printed and published in Carlsbad, Eddy County, New Mexico; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

April 17, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Sherry Groves

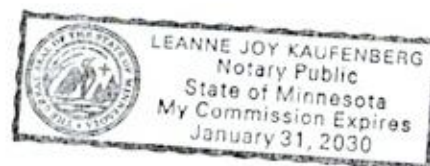
Agent

Subscribed to and sworn to me this 17th day of April 2025.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County
Minnesota

KARI REESE
HOLLAND & HART LLP
420 L STREET, SUITE 550
ANCHORAGE, AK 99501
kreesee@hollandhart.com



Legal Notice (Publication)

To: All affected parties, including all heirs, devisees, and successors of: State of New Mexico Commissioner of Public Lands; New Mexico State Land Office; Bureau of Land Management; Abuelo, LLC; Adolph P. Schuman; Ard Energy Group, Ltd.; Betsy H. Keller; BP Amoco Inc.; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Brian D. Woehler Trust u/w/o William B. Oliver; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Judith C. Devine Trust u/w/o William B. Oliver; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver; Charles Cline Moore; Claremont Corporation; Diamond Head Properties, L.P.; Edward R. Hudson, Jr.; EOG Resources, Inc.; Ergodic Resources, LLC; Ernie Bello; Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982; Frederick Van Vranken; Isaac A. Kawasaki; Isramco Resources, LLC; J. W. Gendron; Judson Exploration, L.P.; Karen V. & William H. Martin Energy, Ltd.; Kerr-McGee Oil & Gas Onshore, L.P.; Loco Hills Production Company LLC; Magic Dog Oil & Gas, Ltd.; Mark Wilson Family Partnership, L.P.; New Mexico State Land Office; Oxy USA WTP Limited Partnership; Oxy Y-1 Company; Pennzoil Exploration and Production Company; Pride Energy Company; Rado Royalties, LLC; Red River Energy Partners, LLC; Royalty Trust Corp.; Savannah Morgan Boling; Shumana Exploration, L.P.; Silverhair, LLC; Space Building Corp.; Stacy Moore-Boling; Taffrail Investments, L.P.; Tronox Worldwide LLC; Trustee of the E. G. Holden Testamentary Trust; White Rock Oil & Gas GP I, LLC; White Rock Oil & Gas GP I-B Partners, LP; Willischild Oil & Gas Corporation; XTO Holdings, LLC; and Zorro Partners Ltd.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, Township 20 South, Range 28 East, NMPM, Eddy 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 **Wayne Gaylord Tank Battery** insofar as all existing and future wells drilled in the following spacing units:

(a) The 321.90-acre spacing unit comprised of the N/2 N/2 of Section 29, and Lot 1, the NE/4 NW/4, and N/2 NE/4 (N/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] currently dedicated to the **Wayne Gaylord 2930 Fed Com #121H** (API No. 30-015-56176);

(b) The 321.69-acre spacing unit comprised of the S/2 N/2 of Section 29, and Lot 2, the SE/4 NW/4, and S/2 NE/4 (S/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] currently dedicated to the **Wayne Gaylord 2930 Fed Com #122H** (API No. 30-015-56178);

(c) The 643.59-acre spacing unit comprised of N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, in the Burton Flat; Wolfcamp, North (Gas) [73520] currently dedicated to the **Wayne Gaylord 2930 Fed Com #201H** (API No. 30-015-56183) and **Wayne Gaylord 2930 Fed Com #202H** (API No. 30-015-56114); and

(d) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the **Wayne Gaylord Tank Battery** (located in the NE/4 NE/4 (Unit A) of Section 29, Township 20 South, Range 28 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 Hanna Rhoades, Matador Production Company, (972) 619-4341 or hanna.rhoades@matadorresources.com.

Published in the Calsbad Current-Argus April 17, 2025.
#43680

AFFIDAVIT OF PUBLICATION

CARLSBAD CURRENT-ARGUS
PO BOX 507
HUTCHINSON, KS 67504-0507

STATE OF NEW MEXICO } SS
COUNTY OF EDDY }

Account Number: 83
Ad Number: 45390
Description: Matador Wayne Gaylord Commingl
Ad Cost: \$192.67

Sherry Groves, being first duly sworn, says:

That she is the Agent of the the Carlsbad Current-Argus, a Weekly newspaper of general circulation, printed and published in Carlsbad, Eddy County, New Mexico; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

May 1, 2025

That said newspaper was regularly issued and circulated on those dates.

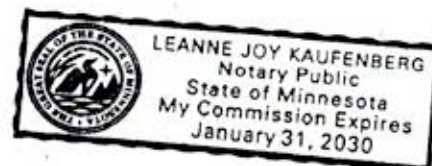
SIGNED:

Sherry Groves
Agent

Subscribed to and sworn to me this 1st day of May 2025.

Leanne Kaufenberg
Leanne Kaufenberg, Notary Public, Redwood County
Minnesota

Holland And Hart
HOLLAND AND HART
110 N Guadalupe ST # 1
Santa Fe, NM 87501-1849
kethaggard@hollandhart.com



Legal Notice (Publication)

To: All affected parties, including all heirs, devisees, and successors of: State of New Mexico Commissioner of Public Lands; New Mexico State Land Office; Bureau of Land Management; Adolph P. Schuman; Ard Energy Group, Ltd.; Betsy H. Keller; BP Amoco Inc.; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Agnes Cluthe Oliver Foundation Trust; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Brian D. Woehler Trust u/w/o William B. Oliver; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Judith C. Devine Trust u/w/o William B. Oliver; Brown Brothers Harriman Trust Company of Delaware, Trustee of the Robert A. Oliver Trust u/w/o William B. Oliver; Charles Cline Moore; Claremont Corporation; Diamond Head Properties, L.P.; Edward R. Hudson, Jr.; EOG Resources, Inc.; Ernie Bello Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust dated May 18, 1982; Frederick Van Vranken; Isaac A. Kawasaki; J. W. Gendron; Judson Exploration, LP; Karen V. & William H. Martin Energy, Ltd.; Magic Dog Oil & Gas, Ltd.; MRC Permian Company; Oxy USA WTP Limited Partnership; Oxy Y-1 Company; Pennzoil Exploration and Production Company; Pride Energy Company; Red River Energy Partners, LLC; Royalty Trust Corp.; Shumana Exploration, LP; Space Building Corp.; Taffrail Investments, LP; Tronox Worldwide LLC; Trustee of the E. G. Holden Testamentary Trust; Willischild Oil & Gas Corporation; XTO Holdings, LLC; Zorro Partners Ltd.;

Application of Matador Production Company for administrative approval to surface commingle (pool and lease), as well as off-lease measure and off-lease store, oil and gas production from spacing units comprised of the N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, Township 20 South, Range 28 East, NMPM, Eddy 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 **Wayne Gaylord Tank Battery insofar as all existing and future wells drilled in the following spacing units:**

- (a) The 321.90-acre spacing unit comprised of the N/2 N/2 of Section 29, and Lot 1, the NE/4 NW/4, and N/2 NE/4 (N/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] currently dedicated to the **Wayne Gaylord 2930 Fed Com #121H** (API No. 30-015-56176);
- (b) The 321.69-acre spacing unit comprised of the S/2 N/2 of Section 29, and Lot 2, the SE/4 NW/4, and S/2 NE/4 (S/2 N/2 equivalent) of irregular Section 30 in the Avalon; Bone Spring, East [3713] currently dedicated to the **Wayne Gaylord 2930 Fed Com #122H** (API No. 30-015-56178);
- (c) The 643.59-acre spacing unit comprised of N/2 of Section 29, and Lots 1 & 2, the E/2 NW/4 and NE/4 (N/2 equivalent) of irregular Section 30, in the Burton Flat; Wolfcamp, North (Gas) [73520] currently dedicated to the **Wayne Gaylord 2930 Fed Com #201H** (API No. 30-015-56183) and **Wayne Gaylord 2930 Fed Com #202H** (API No. 30-015-56114); and
- (d) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the **Wayne Gaylord Tank Battery** (located off the project area in the NW/4 of Section 28, Township 20 South, Range 28 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 Hanna Rhoades, Matador Production Company, (972) 619-4341 or hanna.rhoades@matadorresources.com.

Published in the Carlsbad Current-Arugs May 1, 2025.
#45390

**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-1001**

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.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.

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

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells 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. 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.
3. 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.

4. 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.
5. 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.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. 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.
8. 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.
9. 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.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).

12. 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**



**ALBERT CHANG
DIRECTOR**

DATE: 7/25/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1001**

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

Central Tank Battery: **Wayne Gaylord Tank Battery**

Central Tank Battery Location: **UL A, Section 29, Township 20 South, Range 28 East**

Gas Title Transfer Meter Location: **UL A, Section 29, Township 20 South, Range 28 East**

Pools

| Pool Name | Pool Code |
|------------------------------------|-----------|
| AVALON;BONE SPRING, EAST | 3713 |
| BURTON FLAT; WOLFCAMP, NORTH (GAS) | 73520 |

Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|---------------------------------------|-----------|------------|
| CA Bone Spring SLO 205248 PUN 1409118 | S2N2 | 29-20S-28E |
| | S2N2 | 30-20S-28E |
| CA Bone Spring SLO 205260 PUN 1409100 | N2 | 29-20S-28E |
| | N2 | 30-20S-28E |
| CA Bone Spring NMNM 106720872 | S2N2 | 29-20S-28E |
| | S2N2 | 30-20S-28E |
| CA Wolfcamp NMNM 106720781 | N2 | 29-20S-28E |
| | N2 | 30-20S-28E |
| CA Bone Spring NMNM 106720891 | N2N2 | 29-20S-28E |
| | N2N2 | 30-20S-28E |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|----------------------------|-----------|------------|-------|
| 30-015-56114 | WAYNE GAYLORD 2930 FEDERAL | N2 | 29-20S-28E | 73520 |
| | COM #202H | N2 | 30-20S-28E | |
| 30-015-56176 | WAYNE GAYLORD 2930 FEDERAL | N2N2 | 29-20S-28E | 3713 |
| | COM #121H | N2N2 | 30-20S-28E | |
| 30-015-56178 | WAYNE GAYLORD 2930 FEDERAL | S2N2 | 29-20S-28E | 3713 |
| | COM #122H | S2N2 | 30-20S-28E | |
| 30-015-56183 | WAYNE GAYLORD 2930 FEDERAL | N2 | 29-20S-28E | 73520 |
| | COM #201H | N2 | 30-20S-28E | |

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/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 449399

CONDITIONS

| | |
|---|---|
| Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240 | OGRID: 228937 |
| | Action Number: 449399 |
| | 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 . | 7/29/2025 |