

Stephanie Garcia Richard COMMISSIONER

State of New Mexico Commissioner of Public Lands

> 310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

April 10th, 2025

Re: <u>Communitization Agreement Approval</u> Dagger Lake South 8 Federal Com #702H Matador Production Company

To Whom It May Concern,

The Commissioner of Public Lands has this date approved the Communitization Agreement as described in the submitted packet. Enclosed are three Certificates of Approval.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

Joseph Thompson

Joseph Thompson Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company Dagger Lake South 8 Federal Com #702H Wolfcamp <u>Township: 22 South, Range: 33 East, NMPM</u> Section 5: SW4 Section 8: W2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 10th day of April, 2025.

COMMISSIONER OF PUBLIC LAND of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company Dagger Lake South 8 Federal Com #702H Wolfcamp <u>Township: 22 South, Range: 33 East, NMPM</u> Section 5: SW4 Section 8: W2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 10th day of April, 2025.

COMMISSIONER OF PUBLIC LAND of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company Dagger Lake South 8 Federal Com #702H Wolfcamp <u>Township: 22 South, Range: 33 East, NMPM</u> Section 5: SW4 Section 8: W2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

- (c) That each beneficiary Institution of the State of New Mexico will receive its fair
 and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 10th day of April, 2025.

COMMISSIONER OF PUBLIC LAND of the State of New Mexico

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49622

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 SW/4 of Section 5 & W/2 of Section 8

Sect(s) 5 & 8 , T 22S , R 33E , NMPM Lea	_County, NM
containing 480.00 acres, more or less, and this agreement shall include only	the
Wolfcamp	Formation
or pool, underlying said lands and the <u>oil and gas</u>	53
	0

(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 **March** Month 1st Day, 2023 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator: Matador Production Company

By:Bryan A. Erman - E.V.P. and General Counsel and Head of M	<u>/1&A</u>
Name & Title of Authorized Agent	
Signature of Authorized Agent	cw pool

§

Acknowledgment in a Representative Capacity

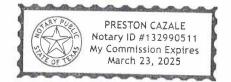
STATE OF TEXAS) Ş

COUNTY OF DALLAS)

This instrument was acknowledged before me on January 26th , 2024, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A for Matador Production Company, on behalf of said corporation.

Ruth an

Signature of Notarial Officer My commission expires 3/23/2025



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

MRC Hat Mesa, LLC

By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A Name & Title of Authorized Agent cryfd

Ş

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

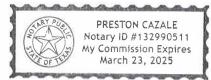
STATE OF TEXAS) \S

COUNTY OF DALLAS)

This instrument was acknowledged before me on January 26th, 2024, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Hat Mesa, LLC on behalf of said limited liability company.

ut h

Signature of Notarial Officer My commission expires 3/23/2025



2024 FEB - 5 AM 10: 0

DATE

TOM M. RAGSDALE (Working Interest Owner) KAGSAAh By:

Name: Tom M. Ragsdale Title:

ACKNOWLEDGEMENTS

THE STATE OF Star NaRRIS COUNTY OF___

This Instrument was acknowledged before me on this 16 Hday of <u>Jebruary</u> 2022, by **Tom M. Ragsdale**.

HOR STOR TO THE AND STORE OF THE AND STO

Notary Public in and for the State of Texas

2024 FEB - 6 :01 H \$ 0

State/Fed/Fee Dagger Lake South 8 Fed Com 702H (W2 WC Unit)

WELLINGTON HOTWELLS I, LP
(Working Interest Owner) 🦳
By: Martin
0
Title: <u>Managing Rather</u>

ACKNOWLEDGEMENT

THE STATE OF TEXAS

DATE: 10/10/2022

COUNTY OF Hally

This Instrument was acknowledged before me on this 10 day of ______ 2022, by Wellington Stevens III, <u>Manag. failer</u> of Wellington Hotwells I, LP, a partnership.

Diana Maria Bonilla Macias My Commission Expires 05/17/2025 ID No. 133103461

Notary Public in and for the State of Texas Olang - Halia Boulla - Hadas

2024 FEB - 6 AM ICH 0.2

State/Fed/Fee Dagger Lake South 8 Fed Com 702H (W2 WC Unit)

Received by OCD: 6/10/2025 9:52:29 AM

DATE:__

BRETT D. TAYLOR (Working Interest Owner) By: in

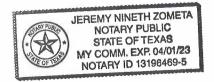
Name: Brett D. Taylor

Title: _____

ACKNOWLEDGEMENT

THE STATE OF THE COUNTY OF HAMIS

This Instrument was acknowledged b by Brett D. Taylor .	before me on this 24 day of <u>September</u>	2022,
	Notary Public in and for the State of TEXAS	



State/Fed/Fee Dagger Lake South 8 Fed Com 702H (W2 WC Unit)

THE ALLAR COMPANY (Working Interest Owner)

DATE: 9/151

By:

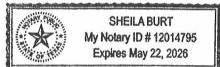
Name: <u>Jack Chiles Graham</u> Jiw Title: <u>President</u>

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Joung

This Instrument was acknowledged before me on this 15 day of <u>Scotember</u> 2022, by John Chiles Graham, as President of **The Allar Company**, a Texas Corporation, on behalf of said corporation.



meila Burt

Notary Public in and for the State of Texas

2024 FEB - 6 AM 10: 02

NMSLO Form

BLANCO HOLDINGS I, LTD (Working Interest Owner)

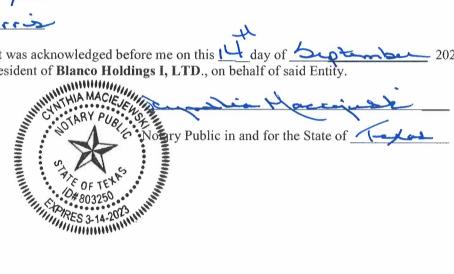
DATE: 9/14/2022

By:	th MW7
Name:	Peter M Way
Title:	PRESIDENT OF BLANCO HOLDINGS INC CORP. GEN. PARTNER

ACKNOWLEDGEMENT

THE STATE OF Keyos COUNTY OF Lacro

This Instrument was acknowledged before me on this 14 day of Supernov 2022, by Peter M. Way, as President of Blanco Holdings I, LTD., on behalf of said Entity.



1024 FEB - 6 AM 10: 02

NMSLO Form

VONNIE KHUU WENCK

DATE: 9-15-22

(Working Interest Owner) By: Truse

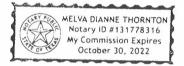
Name: Vonnie Khuu Wenck

Title: Twner

ACKNOWLEDGEMENT

THE STATE OF LEXAS COUNTY OF HARRI <

This Instrument was acknowledged before me on this <u>15</u> day of <u>DepTemper</u> 2022, by Vonnie Khuu Wenck.



Notary Public in and for the State of

2024 FEB -6 AM 10: 02

State/Fed/Fee Dagger Lake South 8 Fed Com 702H (W2 WC Unit)

DATE: 9/16/2022

ROYAL OAK OIL & GAS, LLC (Working Interest Owner)

Syn In Rayd 12 Bv:

Name: George Ragsdale

Title: President

ACKNOWLEDGEMENT

THE STATE OF Jexas COUNTY OF Harr

This Instrument was acknowledged before me on this // day of ______ 2022, by George Ragsdale, as President of **Royal Oak Oil & Gas LLC**, a Texas company, on behalf of said limited liability company.

Beverlyfarrell

BEVERLY FARRELL Notary Public, State of Texas Comm. Expires 06-05-2026 Notary ID 41537

Notary Public in and for the State of <u>Jexas</u>

2024 FEB - 5 MM 10: 02

NMSLO Form

EXHIBIT "A"

Plat of communitized area covering 480.00 acres in the SW/4 of Section 5 and W/2 of Section 8, Township 22 South, Range 33 East, Lea County, New Mexico.

Communitized Depths are limited to the Wolfcamp formation.

Dagger Lake South 8 Fed Com #702H - API#: 30-025-49622

	Sec 5, T22S-R33E
Tract 1	
V0-6152-03 160 Acres	
Tract 2 NMNM-096244 200 Acres	Sec 8, T22S-R33E
Tract 3 NMNM-024683 120 Acres	

County, NM

EXHIBIT B

To Communitization Agreement dated March 1st		20_23_, embracing the	
Subdivisions	SW/4 of Section 5 and W/	2 of Section 8	
of Sect(s) 5 & 8	. T 22S . R 33E	N.M.P.M., Lea	County, NM

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial No.: V0-6152-03

Lease Date: 03/01/2001

Lease Term: <u>5 Years</u>

Lessor: <u>State of New Mexico</u>

Present Lessee: MRC Hat Mesa, LLC

Description of Land Committed: Subdivisions SW/4

Sect(s) 5 , Twp 22S , Rng 33E NMPM, Lea

Number of Acres: 160.00

Royalty Rate: <u>1/6th</u>

Name of WIOwners: MRC Hat Mesa, LLC, Blanco Holdings I, LLC, Tom M. Ragsdale, Royal Oak Oil & Gas, LLC,

R. Miller Houghton, Vonnie Khuu Wenck, Brett D. Taylor, Wellington Hotwells I, LP, The Allar Company

TRACT NO. 2

Lease Serial No.:	NMNM-096244	
Lease Date:	03/01/1996	
Lease Term:	10 Years	
Lessor:	United States of America	
Present Lessee:	Devon Energy Production Company, LP	
Description of La	nd Committed: Subdivisions <u>NW/4, NE/4SW/4</u>	,
Sect(s) <u>8</u>	, Twp <u>22S</u> , Rng <u>33E</u> , NMPM, <u>Lea</u>	County, NM
Number of Acres	200.00	
Royalty Rate:	12.5%	
Name of WIOwn	ers: MRC Hat Mesa, LLC	

TRACT NO. 3

Lease Serial No.:	NMNM-024683		
Lease Date:	04/01/1975		
Lease Term:	10 Years		
Lessor:	United States of America		
Present Lessee:	Chevron USA, Inc.		
Description of La	nd Committed: Subdivisions <u>W/2SW/4</u>	, SE/4SW/4	_,
Sect(s) 8	, Twp <u>22S</u> , Rn <u>g 33E</u> , NMPM <u>, I</u>	Lea	County, NM
Number of Acres	120.00		
Royalty Rate:	12.5%		
Name of WIOwn	ers: MRC Hat Mesa, LLC		

State/Fed/Fee

.

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	33.33
2	200.00	41.67
3	120.00	25.00
Total	480.00	100.00%

.

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised June, 2022

ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-<u>025</u> - <u>49622</u>

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 SW/4 of Section 5 & W/2 of Section 8

Sect(s) 5 & 8 , T 22S , R 33E , NMPM Lea	_County, NM
containing 480.00 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 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 March Month 1st Day, 2023 Year. and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator: Matador Production Company

By:Bryan A. Erman - E.V.P. and General Counsel and Head of M&A Name & Title of Authorized Agent

§

Acknowledgment in a Representative Capacity

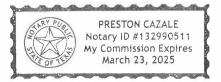
STATE OF TEXAS) §

COUNTY OF DALLAS)

This instrument was acknowledged before me on <u>January</u> 26th, 2024, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A for Matador Production Company, on behalf of said corporation.

Signature of Notarial Officer

Signature of Notarial Officer My commission expires <u>3/23/2025</u>



WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC Hat Mesa, LLC

By: Bryan A. Erman - E.V.P. and General Counsel and Head of M&A Name & Title of Authorized Agent

Signature of Authorized Agent

8

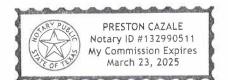
Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS)

This instrument was acknowledged before me on <u>January</u> 26th, 2024, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Hat Mesa, LLC on behalf of said limited liability company.

Signature of Notarial Officer My commission expires <u>3/23/2025</u>



cydd

ONLINE

DATE

TOM M. RAGSDALE (Working Interest Owner) By

Name: Tom M. Ragsdale Title:

ACKNOWLEDGEMENTS

THE STATE OF COUNTY OF

This Instrument was acknowledged before me on this form day of <u>Helryau</u> 2023 by **Tom M. Ragsdale**.

Notary Public in and for the State of Teras



NMSLO Form

1
WELLINGTON HOTWELLS I, LP
Working Interest Owner)
11/10/20
34. Marth
Name: Wellington Stevens III
\mathbf{v}
Fitle: <u>Managing Partner</u>

1

ACKNOWLEDGEMENT

THE STATE OF TEXA

DATE: 10/10/2022

COUNTY OF Harris

This Instrument was acknowledged before me on this 10 day of October _____ 2022, by Wellington Stevens III, <u>Hangg. latter</u> of Wellington Hotwells I, LP, a partnership.

Notary Public in and for the State of <u>Texas</u> Jiana - Maria Bonilla - Marias

Diana Maria Bonilla Macias My Commission Expires 05/17/2025 ID No. 133103461

NMSLO Form

DATE:

BRETT D. TAYLOR (Working Interest Owner) By:

Name: Brett D. Taylor

Title:

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

THE STATE OF COUNTY OF

This Instrument was acknowledged before me on this 24 day of 344M 2022, by Brett D. Taylor.

JEREMY NINETH ZOMETA NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 04/01/23 NOTARY ID 13196469-5

NMSLO Form

THE ALLAR COMPANY (Working Interest Owner)

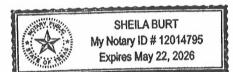
DATE: 9/15/22

ope By:

ACKNOWLEDGEMENT

THE STATE OF TEXAS

This Instrument was acknowledged before me on this 5 day of <u>September</u> 2022, by John Chiles Graham, as President of **The Allar Company**, a Texas Corporation, on behalf of said corporation.



Mila Bust

Notary Public in and for the State of Texas

NMSLO Form

BLANCO HOLDINGS I, LTD

(Working Interest Owner)

DATE: 9/14/2022

Ву:	Rt MWZ
Name:	PETER H Way
Title: _	PRESIDENT OF

ACKNOWLEDGEMENT

THE STATE OF COUNTY OF

This Instrument was acknowledged before me on this 114 day of _____ 2022,

This Instrument was acknowledged before me on this <u>h</u> day of <u>b</u> 20 by Peter M. Way, as President of **Blanco Holdings I, LTD**., on behalf of said Entity.

NMSLO Form

VONNIE KHUU WENCK (Working Interest Owner)

DATE: 9-15-22

By! onu per

Name: Vonnie Khuu Wenck

Title: Wher

ACKNOWLEDGEMENT

THE STATE OF Lex-COUNTY OF HARRI

This Instrument was acknowledged before me on this 15 day of <u>September</u> 2022, by Vonnie Khuu Wenck.

MELVA DIANNE THORNTON Notary ID =131778316 My Commission Expires October 30, 2022

Notary Public in and for the State of <u>PEXAS</u>

anne

NMSLO Form

DATE: 9/16/2022

ROYAL OAK OIL & GAS, LLC (Working Interest Owner)

By: Anyo m. beardal

Name: George Ragsdale

Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF HARRIS

This Instrument was acknowledged before me on this 12 day of <u>SEPTEMBER</u> 2022, by George Ragsdale, as President of **Royal Oak Oil & Gas LLC**, a Texas company, on behalf of said limited liability company.

Burlyfarrel

Notary Public in and for the State of $TE \times AS$

BEVERLY FARRELL Notary Public, State of Texas Comm. Expires 06-05-2026 Notary ID 41537

NMSLO Form

EXHIBIT "A"

Plat of communitized area covering 480.00 acres in the SW/4 of Section 5 and W/2 of Section 8, Township 22 South, Range 33 East, Lea County, New Mexico.

Communitized Depths are limited to the Wolfcamp formation.

Dagger Lake South 8 Fed Com #702H - API#: 30-025-49622

	Sec 5, T22S-R33E
Tract 1 V0-6152-03 160 Acres	
Tract 2	Sec 8, T22S-R33E
NMNM-096244 200 Acres	
Tract 3 NMNM-024683 120 Acres	

EXHIBIT B

	To C	ommunitization	Agreement dated March 1st	20 <u>23</u> , embracing the
Subdivisions	SW/4 of Se	ction 5 and W/2	2 of Section 8	
of Sect(s) 5 & 8	, T <u>22S</u>	, R_ <u>33E</u>	, N.M.P.M., Lea	County, NM

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial No.:	V0-6152-03		
Lease Date:	03/01/2001		
Lease Term:	5 Years		
Lessor:	State of New Mexico		
Present Lessee:	MRC Hat Mesa, LLC		
Description of La	nd Committed: Subdivisions <u>SW/4</u>		
Sect(s) 5	, Twp <u>22S</u> , Rng <u>33E</u> NMPM,	Lea	_County, NM
Number of Acres	160.00		
Royalty Rate:	_1/6 th		
Name of WI Own	ers: MRC Hat Mesa, LLC, Blanco H	loldings I, LLC, Tom M. Ragsdale, Royal Oak Oil	<u>& Gas, LLC,</u>
R. Miller Hought	on, Vonnie Khuu Wenck, Brett D. Tay	lor, Wellington Hotwells I, LP, The Allar Company	í

TRACT NO. 2

Lease Serial No.:	NMNM-096244	
Lease Date:	03/01/1996	
Lease Term:	10 Years	
Lessor:	United States of America	
Present Lessee:	Devon Energy Production Company, LP	
Description of La	nd Committed: Subdivisions <u>NW/4, NE/4SW/4</u>	,
Sect(s) 8	, Twp <u>22S</u> , Rng <u>33E</u> , NMPM <u>, Lea</u>	County, NM
Number of Acres	: 200.00	
Royalty Rate:	12.5%	
Name of WIOwn	ers: MRC Hat Mesa, LLC	

TRACT NO. 3

Lease Serial No.:	NMNM-024683	
Lease Date:	04/01/1975	
Lease Term:	10 Years	
Lessor:	United States of America	
Present Lessee:	Chevron USA, Inc.	
Description of La	nd Committed: Subdivisions <u>W/2SW/4, SE/4SW/4</u> ,	
Sect(s) 8	, Twp <u>22S</u> , Rng <u>33E</u> , NMPM, <u>Lea</u> County, N	М
Number of Acres	120.00	
Royalty Rate:	12.5%	
Name of WIOwn	ers: MRC Hat Mesa, LLC	

.

RECAPITULATION

TractNo. of AcresNo.Committed		Percentage of Interest in Communitized Area		
1	160.00	33.33		
2	200.00	41.67		
3	120.00	25.00		
Total	480.00	100.00%		

•

Ceceived by OCD: 6/10/2025 9:52:29 A Office	M State of New N	Iexico		For	m C=103 of 3	
District I – (575) 393-6161	Energy, Minerals and Na	Energy, Minerals and Natural Resources		Revised July 18, 2013		
1625 N. French Dr., Hobbs, NM 88240			WELL API NO	Э.		
<u>District II</u> – (575) 748-1283 811 S. First St., Artesia, NM 88210	OIL CONSERVATIO	N DIVISION		CT.		
<u>District III</u> – (505) 334-6178	1220 South St. Fr	ancis Dr.	5.Indicate Typ		RAL	
1000 Rio Brazos Rd., Aztec, NM 87410	Santa Fe, NM	87505		Gas Lease No.	KAL	
<u>District IV</u> – (505) 476-3460 1220 S. St. Francis Dr., Santa Fe, NM		57000	0. State Off &	Gas Lease NO.		
87505						
(DO NOT USE THIS FORM FOR PROPOSA		LUG BACK TO A	7. Lease Name	e or Unit Agreeme	nt Name	
DIFFERENT RESERVOIR. USE "APPLICA" PROPOSALS.)	TION FOR PERMIT" (FORM C-101)	FOR SUCH				
	as Well 🗌 Other		8. Well Numb	er		
2. Name of Operator			9. OGRID Nu	mber		
3. Address of Operator			10. Pool name	e or Wildcat		
4. Well Location						
Unit Letter::	feet from the	line and	feet	from the	line	
Section	Township	Range	NMPM	County		
	11. Elevation (Show whether D	R, RKB, RT, GR, etc	.)			

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

NOTICE OF	INTENTION TO:	SUBSEQUENT REPO	DRT OF:
PERFORM REMEDIAL WORK	PLUG AND ABANDON	REMEDIAL WORK 🛛 AI	LTERING CASING
TEMPORARILY ABANDON	CHANGE PLANS	COMMENCE DRILLING OPNS.	AND A
PULL OR ALTER CASING	MULTIPLE COMPL	CASING/CEMENT JOB	
DOWNHOLE COMMINGLE			
CLOSED-LOOP SYSTEM			
OTHER:		OTHER:	

13. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 19.15.7.14 NMAC. For Multiple Completions: Attach wellbore diagram of proposed completion or recompletion.

Spud Date:	Rig Release Date:	
I hereby certify that the information above is true and c	omplete to the best of my knowledge and belief.	
SIGNATURE	_ TITLE	DATE PHONE:
For State Use Only		_ PHONE:
APPROVED BY: Conditions of Approval (if any):	_TITLEPetroleum SpecialistDATE_	_07/21/2025

Released to Imaging: 7/21/2025 8:41:50 AM

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

General Information Phone: (505) 629-6116

Online Phone Directory https://www.emnrd.nm.gov/ocd/contact-us

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

CONDITIONS

Operator:	OGRID:
MATADOR PRODUCTION COMPANY	228937
One Lincoln Centre	Action Number:
Dallas, TX 75240	472624
	Action Type:
	[C-103] Sub. General Sundry (C-103Z)

CONDITIONS		
Created By	Condition	Condition Date
sarah.clelland	ACCEPTED FOR RECORD ONLY; any revisions or the addition of wells to the commingling project shall be reported in accordance with the Commingling Order.	7/21/2025

CONDITIONS

Page 38 of 38

Action 472624