

Kaitlyn A. Luck Phone (505) 954-7286 kaluck@hollandhart.com

May 14, 2020

VIA ONLINE FILING

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

Re: Application of Matador Production Company to amend Surface Commingling Order PLC-516 to add certain wells and leases, and to authorize pool and lease commingling, off-lease storage, off lease measurement, and off-lease marketing at the Dr. Scrivner Fed Tank Battery located in the E/2 SE/4 (Units I & P) of Section 1, Township 24 South, Range 29 East, NMPM, Eddy County, New Mexico.

Dear Ms. Sandoval:

Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Surface Commingling Order PLC-516, attached as **Exhibit 1**, as provided in this letter.

Pursuant to 19.15.12.7 NMAC, Matador seeks to amend the terms of Surface Commingling Order PLC-516 to obtain administrative approval for pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the **Dr. Scrivner Fed Tank Battery** of production from the Culebra Bluff; Bone Spring, South (15011), and the Purple Sage Wolfcamp (Gas) Pool (98220) pools from *all existing and future wells drilled in the following "leases"*:

(a) The 320-acre, more or less, spacing unit in the Bone Spring formation (Culebra Bluff; Bone Spring, South (15011)) underlying the E/2 E/2 of Sections 25 and 36, Township 24 South, Range 28 East. The spacing unit is currently dedicated to the **Ray State Com #124H well** (API No. 30-015-46447); and

(b) The 640-acre, more or less, spacing unit in the Wolfcamp formation (Purple Sage Wolfcamp (Gas) Pool (98220)) underlying the E/2 of Sections 25 and 36, Township 24 South, Range 28 East. The spacing unit is currently dedicated to the **Ray State Com #204H well** (API No. 30-015-46449), **Ray State Com #217H well** (API No. 30-015-46450), and **Ray State Com #224H well** (API No. 30-015-46446).

Oil and gas production from these "leases" will be commingled and sold at the **Dr. Scrivner Fed Tank Battery** located in the E/2 SE/4 (Units I & P) of Section 1. Prior to commingling, gas production from each "lease" will be separately metered using individual test separators with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each "lease" will also be separately metered using turbine meters.

Exhibit 2 is a land plat showing Matador's current development plan, flow lines, and central tank battery ("production facility") in the subject area. The plat identifies the wellbores, the existing spacing units, and the common surface facilities located in the E/2 SE/4 (Units I & P) of Section 1.

Exhibit 3 is a C-102 for each of the wells that are permitted or drilled within the existing spacing units currently approved under PLC-516, together with the available six-month production reports, in addition to the wells to be added under this application.

Exhibit 4 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Omar Enriquez, P.E., Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (attachment A to the statement) and a referenced gas sample (attachment B to the statement).

Exhibit 5 is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the New Mexico State Land Office and the Bureau of Land Management since state and federal lands are involved.

Finally, attached as **Exhibit 6** are the draft or approved communitization agreements for the acreage subject to this application.

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

Sincerely,

All

Kaitlyn A. Luck ATTORNEY FOR MATADOR PRODUCTION COMPANY

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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THIS C	CHECKLIST IS MANDATORY FOR AL		INS FOR EXCEPTIONS TO DIVISION RULES AND
	REGULATIONS WHICH RE	QUIRE PROCESSING AT THE DIV	ISION LEVEL IN SANTA FE
oplicant: Matador F			OGRID Number: 228937
1. Contract of the second s	te Com #124H, #204H, #217H, #2		API: <u>30-015-46447, -46449, -46450, -46446</u>
OI: (1) Culebra Bluff;	Bone Spring, South; (2) Purple Sag	e wolfcamp (Gas) Pool	Pool Code: 15011; 98220
		INDICATED BELOW	D TO PROCESS THE TYPE OF APPLICATIO
	CATION: Check those – Spacing Unit – Simult ISL NSP (PRO	aneous Dedication	
[I] Comi	ne only for [1] or [1] mingling – Storage – M]DHC CTB IPL tion – Disposal – Pressu]WFX PMX SV	.C	ced Oil Recovery
A. Offset B. Royalt C. Applic D. Notific E. Notific F. Surfac G. For all	REQUIRED TO: Check to operators or lease hold y, overriding royalty over tation requires publishes tation and/or concurrent tation and/or concurrent to owner of the above, proof of tice required	ders vners, revenue owne ed notice ent approval by SLO ent approval by BLM	Notice Complete
administrative understand the	approval is accurate of	and complete to the en on this applicatio	nitted with this application for best of my knowledge. I also on until the required information and
No	te: Statement must be complet	ed by an Individual with ma	nagerial and/or supervisory capacity.
			5/14/20

Print or Type Name

shell 1

505-954-7286

Phone Number

kaluck@hollandhart.com e-mail Address

Signature

State of New Mexico Energy, Minerals and Natural Resources Department

Susana Martinez Governor

Ken McQueen Cabinet Secretary

Matthias Sayer Deputy Cabinet Secretary Heather Riley, Division Director Oil Conservation Division



August 29, 2018

Surface Commingling Order PLC-516

MATADOR PRODUCTION COMPANY Attention: Ms. Jordan Kessler

Pursuant to your application received on August 8, 2018, Matador Production Company (OGRID 228937) is hereby authorized to surface commingle oil and gas production and off lease-measure from the following pools located in Section 1, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico;

CULEBRA BLUFF; BONE SPRING, SOUTH	(15011)
PURPLE SAGE; WOLFCAMP (GAS)	(98220)

and from the following diversely owned federal wells and leases in said Section, Township, and Range in Eddy County, New Mexico.

Lease: Description: Well: Pool:	Dr Scrivner Federal 01 24S 28E RB Well No. 124H Lease S/2 S/2 of Section 1 Dr Scrivner Federal 01 24S 28E RB Well No. 124H Culebra Bluff; Bone Spring, South	API 30-015-43820
Lease:	Dr Scrivner Federal 01 24S 28E RB Well No. 123H Lease	
Description:	N/2 S/2 of Section 1	
Well:	Dr Scrivner Federal 01 24S 28E RB Well No. 123H	API 30-015-Pending
Pool:	Culebra Bluff; Bone Spring, South	
_		
Lease:	Dr Scrivner Federal 01 24S 28E RB Well No. 204H Lease	
Description:	S/2 of Section 1	
Wells:	Dr Scrivner Federal 01 24S 28E RB Well No. 204H	API 30-015-43821
	Dr Scrivner Federal 01 24S 28E RB Well No. 208H	API 30-015-43822
	Dr Scrivner Federal 01 24S 28E RB Well No. 224H	API 30-015-43823
	Dr Scrivner Federal 01 24S 28E RB Well No. 228H	API 30-015-43824
	Dr Scrivner Federal 01 24S 28E RB Well No. 203H	API 30-015-Pending
	Dr Scrivner Federal 01 24S 28E RB Well No. 207H	API 30-015-Pending
	Dr Scrivner Federal 01 24S 28E RB Well No. 223H	API 30-015-Pending
	Dr Scrivner Federal 01 24S 28E RB Well No. 227H	API 30-015- Pending
Pool:	Purple Sage; Wolfcamp (Gas)	



Administrative Order PLC-516 Matador Production Company August 29, 2018 Page 2 of 2

The commingled oil and gas production from the wells shall be measured and sold at the Dr. Scrivner Central Tank Battery (CTB), located in Unit I of Section 1, Township 24 South, Range 28 East, NMPM, Eddy County, New Mexico.

Production from the subject wells shall be determined as follows:

The oil and gas production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams by the separator and each stream will be measured individually after it exits the separator, before commingling.

The allocation meters shall be calibrated quarterly in accordance with Division Rule 19.15.12.10.C (2) NMAC.

This installation shall be installed and operated in accordance with the applicable Division Rules and Regulations.

This approval is subject to like approval from Bureau of Land Management before commencing commingling operations.

The Operator shall notify the transporter of this commingling authority and the Artesia District Office prior to implementation of commingling operations.

For future additions of wells and leases to this commingling operation, notice shall only be given to those interest owners in the wells and leases to be added, in accordance with Division Rule 19.15.12.10 C (4) (g) NMAC.

Subsequently drilled wells that produce from the subject pool within the project areas approved by this order may be added to this commingling authority by submittal of a Sundry Notice to the Engineering Bureau in Santa Fe.

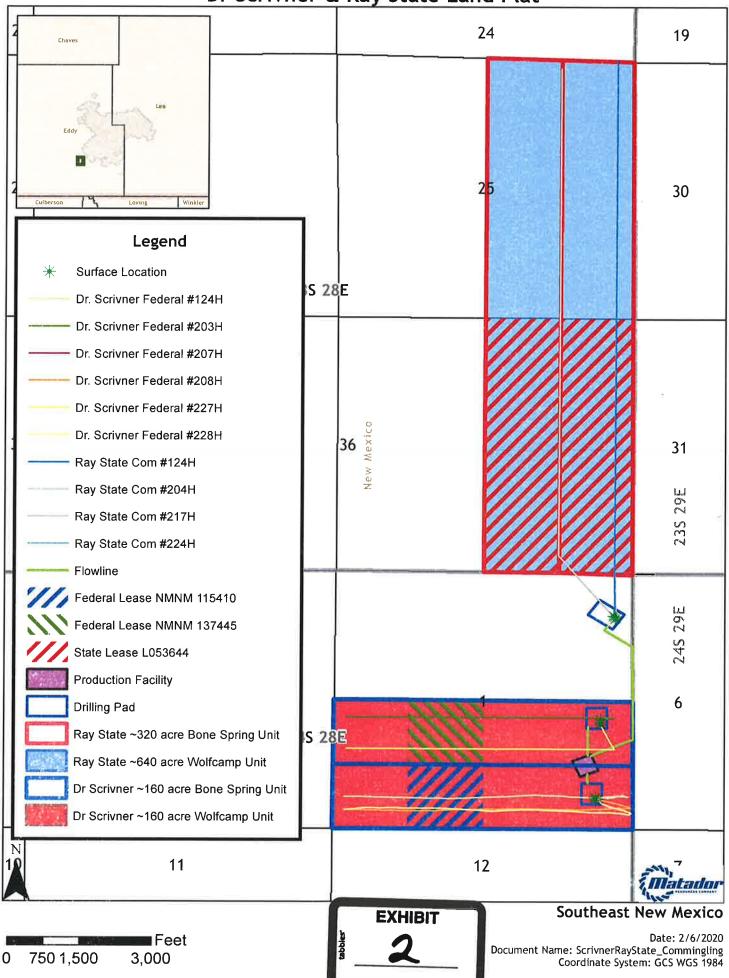
Director

Director

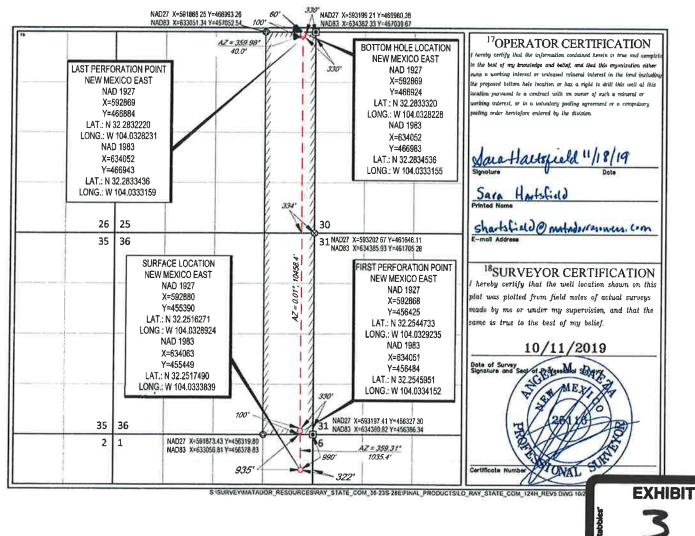
HR/mam

cc: Oil Conservation Division District Office – Artesia Bureau of Land Management – Carlsbad

Dr Scrivner & Ray State Land Plat

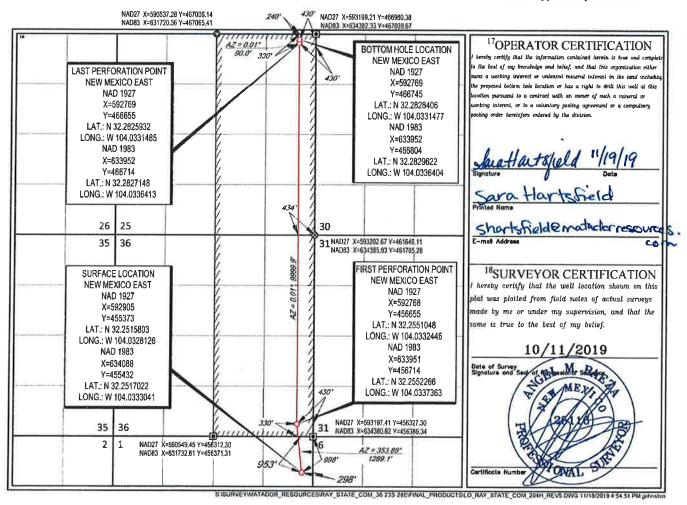


Phone: (575) 393-616 District II 811 S, First St, Artes Phone: (575) 748-126 District III 1000 Rio Brazos Roa Phone: (505) 334-617 District IV 1220 S, St, Francis Dr	French Dr., Hobbs, NM 88240 State Of New Mexico 5751 393-0161 Fax: (575) 393-0720 Energy, Minerals & Natural Resources II Department 575) 748-1283 Fax: (575) 748-9720 III OIL CONSERVATION DIVISION 050 334-6178 Fax: (505) 334-6170					Sub	mit one (FORM C-102 vised August 1, 2011 copy to appropriate District Office 4ENDED REPORT		
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		4			¹⁰ Surface Lo	ocation				
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¹² Dedicated Acres 320	¹³ Joint or 1	infill ¹⁴ Cor	solidation Co	de ^{is} Order	No.					



District 1 1625 N French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 81 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 000 Rto Brazos Road, Aztec, NM 87410	Energy, Mine	e of New Mexico erals & Natural Resources Department ERVATION DIVISION	Submit	FORM C-102 Revised August 1, 2011 one copy to appropriate District Office
Noto Constant State, 1997 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S St Francis Dr , Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462		outh St. Francis Dr. a Fe, NM 87505		AMENDED REPORT
W	ELL LOCATION AN	D ACREAGE DEDICATION PLAT	Г	
⁷ AP1 Number	² Pool Code 98220	Purple Sage; Wolf		
⁴ Property Code		Property Name STATE COM		⁶ Well Number 204H
228937		Operator Name		'Elevation 2962'
III or lot so Festion Tourship		Irface Location	P. 101	

A	1	24-S	28-E		953'	NORTH	298'	EAST	EDDY
			¹¹ B	ottom Ho	le Location If D	ifferent From Su	face		
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A	25	23-S	28-E		240'	NORTH	430'	EAST	EDDY
¹² Dedicated Acres 640	¹³ Joint or T	nfill ^{l4} Co	nsolidation Code	¹³ Ord	er No.				



District [1625 N French Dr., Hobbs, NM 88 Phone: (575) 393-6161 Fax: (575) District II 811 S First St, Artesia, NM 88210 Phone: (575) 748-1283 Fax. (575) District III 1000 Rio Brazos Road, Aztec, NM Phone: (505) 334-6178 Fax: (505) District IV 1220 S St Francis Dr., Santa Fe, N Phone: (505) 476-3460 Fax: (505)	393-0720 748-9720 87410 334-6170 M 87505		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505						FORM C-102 Revised August 1, 2011 Submit one copy to appropriate District Office AMENDED REPORT	
		ELL LO	OCATIO	N AND AC	REAGE DEDIC	ATION PLA	Т			
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⁷ OGRID No. 228937		3	MATADO	•	erator Name DUCTION COMPANY			⁷ Elevation 2962'		
				¹⁰ Surface I	_ocation					
UL or lot no. Section	Township	Range	Loi Idn	Feet from the		Feet from the		West line	County	
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			''Bo	ottom Hole	Location If Di	fferent From Surf	face		
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¹² Dedicated Acres 640	^{IJ} Joint or L	nfill ⁴ Co	onsolidation Code	¹³ Order	No.				

	NAD27 X=590537.28 Y=467006.14 NAD83 X=631720.36 Y=467065.41	240'	1410'	NAD27 X=593199 21 Y=466980 38 NAD83 X=634382 33 Y=457039.67	
	AZ = 0.01* 90.1* 90.1* NEW MEXICO EAST NAD 1927 X=591788 Y=466664 LAT.: N 32.2826268 LONG.: W 104.0363195 NAD 1983 X=632972 Y=466723 LAT.: N 32.2827483 LONG.: W 104.0368123	220	1410	BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=591789 Y=466754 LAT.: N 32.2828742 LONG.: W 104.0363186 NAD 1983 X=633072 Y=466812 LAT.: N 32.2829926 LONG.: W 104.0364879	¹⁷ OPERATOR CERTIFICATION I bareby entity that the information contained berren is true and complete to the best of my knowledge and belief, and that this organization either nuns a working interest or unleased mineral inference in the land including the proposed bollam hele location or has a right to drill this well at this becalion purposed bollam hele location or has a right to drill this well at this becalion purposed bollam hele location or has a right to drill this well at this becalion purposed bollam hele location or has a right to drill this becalion purposed bollam hele location or has a right to drill this becalion purposed bollam hele location or has a right to drill this becaling interest, or to a voluntary pooling agreement or a compulsary pooling order herelatory entered by the division. Sandture Santature Date
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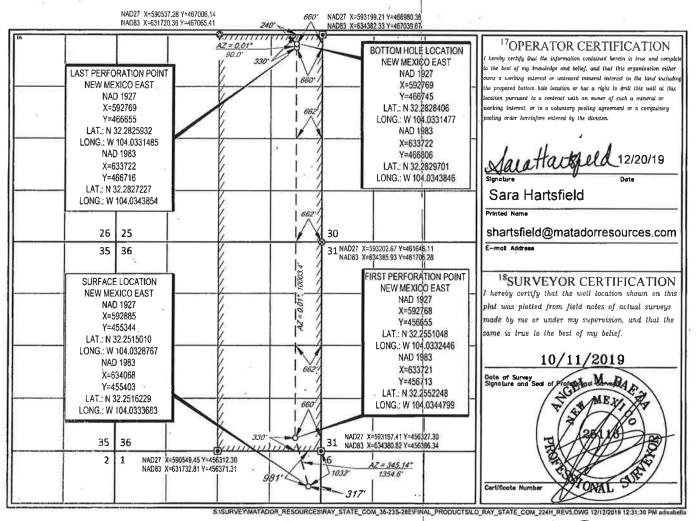
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District Í 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico FORM C-102 Energy, Minerals & Natural Resources Revised August 1, 2011 Department DEC 2 3 2019 OIL CONSERVATION DIVISION District Office 1220 South St. Francis STRICT/AFTES/AO.C.D., Santa Fe, NM 87505

WELL LOCATION AND ACREAGE DEDICATION PLAT

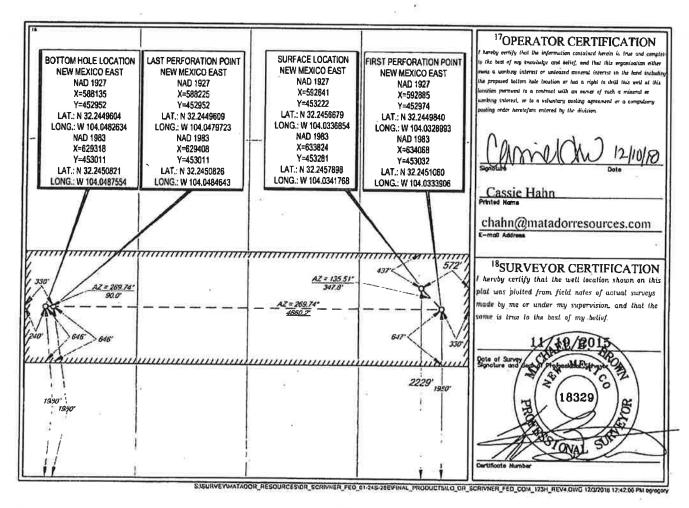
30-0	¹ API Numbe)15-464			² Pool Code 98220		Purple Sage; Wolfcamp (Gas)									
⁴ Property C 32643	1142-42.04					⁴ Well Number 224H									
⁷ OGRID M 22893		÷ .	M	ATADOR		Elevation 2962'									
			•		¹⁰ Surface Loo	cation									
UL or lot no. •	- Section 1	Township 24–S	Range 28-E	Lot Idn —	Feet from the 981'	North/South line	Feet from the 317'	East/West line EAST	County EDDY						
			¹¹ B	ottom Hole	Location If Di	fferent From Surf	ace								
UL or lot no. A	Section 25	Township 23–S	Range 28-E	Lot Idn [*] . —	Feet from the 240'	North/South line	Feet from the 660'	East/West line EAST	County EDDY						
² Dedicated Acres 640	¹³ Juint or	nfill ¹⁴ Co	nsolidation Code	³⁵ Order	No.		П								



RWZ-14-20

District 1 1625 N. French Dr., Hobbs, NM 88240	State of New Mexico	FORM C-102
Phone: (575) 393-6161 Fax: (575) 393-0720 District II	Energy, Minerals & Natural Resources	Revised August 1, 2011
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax; (575) 748-9720	Department MAY 0 2 2019	Submit one copy to appropriate
District III 1000 Rio Brazos Road, Aztee, NM 87410	OIL CONSERVATION DIVISION	District Office
Phone: (505) 334-6178 Fax: (505) 334-6170 District IV	1220 South St. Francis DSTRICT ILARTESIAO.).D.
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fox: (505) 476-3462	Santa Fe, NM 87505	AMENDED REPORT
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,	WELL LOCATION AND ACREACE DEDICATION DI AT	

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		+5950		¹ Pool Code 15011		³ Pool Name CULEBRA BLUFF - BONE SPRING SOUTH				
325	622			DR.		"Well Number #123H				
OGRID No. "Operator Name "Elevator 228937 MATADOR PRODUCTION COMPANY 2987"										
					¹⁰ Surface Loc	ation				
UL or lot go. I	Section 01	Township 24–S	Range 28-E	Lai Ida	Feet from the 2229'	North/South line SOUTH	Feet from the 572'	East/West line EAST	County EDDY	
			¹¹ Be	ottom Hole	Location If Di	ferent From Surfa	ice			
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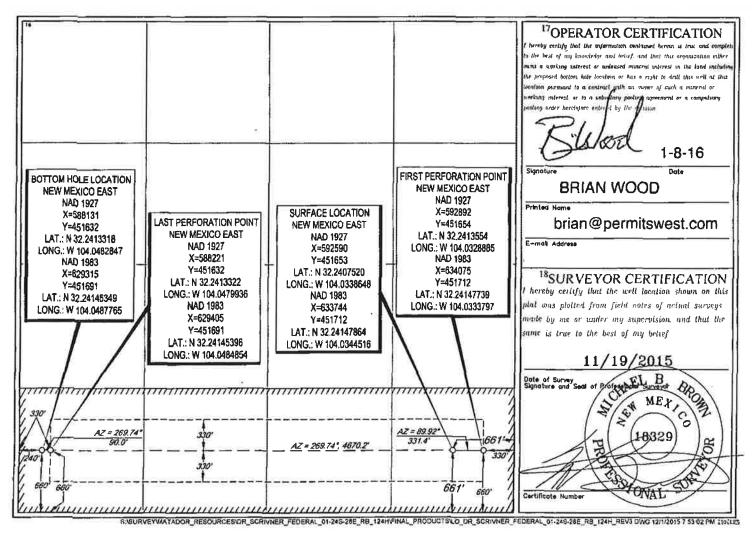
Ň District State of New Mexico 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 **Revised August 1, 2011** Energy, Minerals & Natural Resources District II 811 S. First St., Artosia, NM 88210 Submit one copy to appropriate Department Phone: (575) 748-1283 Fax: (575) 748-9720 **OIL CONSERVATION DIVISION** District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 1220 South St. Francis Dr. District IV AMENDED REPORT 1220 S. St. Francis Dr., Sante Fe, NM 87505 Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 *2nd Bone Spring sand is goal WELL LOCATION AND ACREAGE DEDICATION PLAT ²Pool Code Pool Name

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43020 30-015-CULEBRA BLUFF; BONE SPRING*, SOUTH 15011 632-Property Name Well Number DR. SCRIVNER FEDERAL 01-24S-28E RB #124H OGRID No. Operator Name Elevation 228937 MATADOR PRODUCTION COMPANY 2984' ¹⁰Surface Location UL or lot do. Feet from the Section Township Lot Ida Feet from the North/South line East/West line Connty Range P 661' SOUTH 661' 24-S 28-E EAST EDDY 1 UL or lot no. Towaship Feet from the North/South line Feet from the East/West line County Section Range Lot Idr 660' SOUTH М 1 24-S 28-E 240' WEST EDDY ²Dedicated Acres Joint or lafill *Consolidation Code ⁵Order No. 160 С

FORM C-102

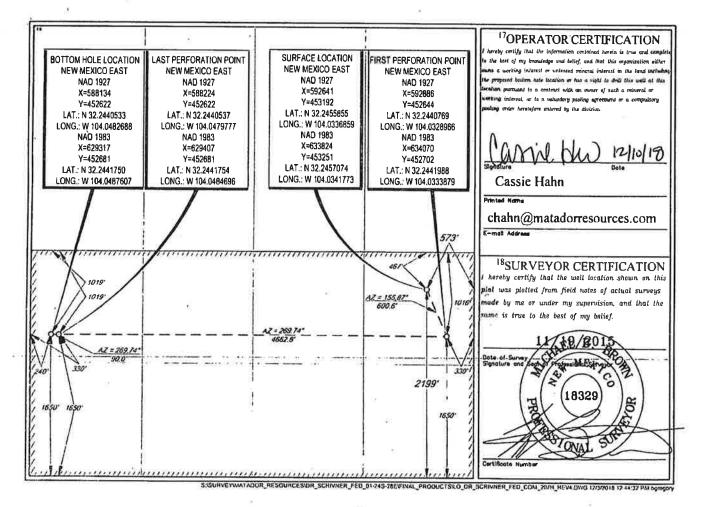
District Office



<u>District 1</u> 1625 N. French Dr., Habbs, NM 88240 Phane: (575) 193-6161 Fax: (575) 393-0720	State of New Mexice RECEIVED Energy, Minerals & Natural Resources	FORM C-102 Revised August 1, 2011
District II 811 S. First St., Astesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410		8,
Phone: (505) 134-6178 Fax: (505) 134-6670 <u>District IV</u> <u>1220.S.S.</u> Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462	1220 South St. Francis Dr. Santa Fe, NM 87505 DISTRICT II-ARTESIA O.C	C.D. Amended report

ATTON

			ELL LU		ANDACKE	LAGE DEDICA	TION PLAT		
30-	'API Number 015- 4	+5958	3	^a Pool Code 98220		PURPLE SAC	³ Pool Nam GE- WOLFC		OOL
Property (325 (Code			DR.	Property Na SCRIVNER				ll Number
'OGRID / 22893			N	ATADOR	Operator Na R PRODUCT	me Ion compan	Y		Sevelion 1987'
1					¹⁰ Surface Loo	ation			
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			¹¹ B	ottom Hole	Location If Di	fferent From Surf	ace		
VL or lot no. L	Section 01	Township 24-S	Range 28-E	Lot Idn	Feet from the 1650'	North/South line SOUTH	Feet from the 240'	East/West line WEST	County EDDY
^{2Dedicated Acres} 320	¹³ Joint or 1	កណី ¹⁴ Co	nsolidation Code	e ⁽³ Order	No.		il		



Rup 5-6-19

NM OIL CONSERVATION

District 1
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax; (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Sante Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

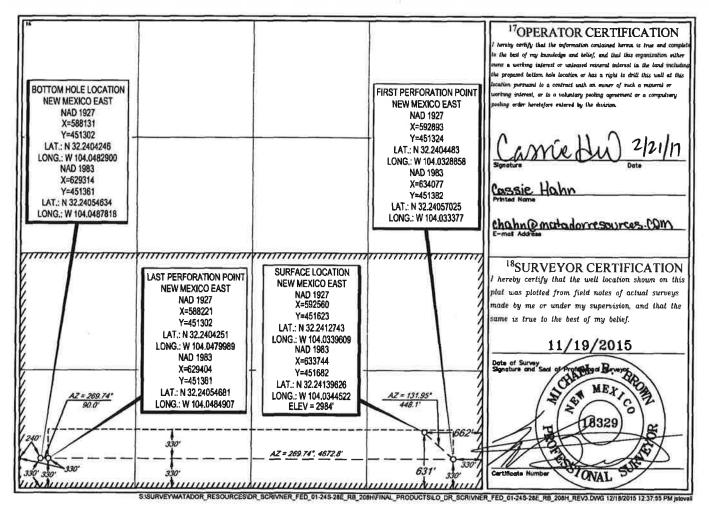
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ARTESIA DISTRICT State of New Mexico FEB 2 7 2Energy, Minerals & Natural Resources Department *ECEIVEIOIL CONSERVATION DIVISION 1220 South St. Francis Dr. Sante Fe, NM 87505

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

AMENDED REPORT

		W	ELL LO	CATION	AND ACRE	CAGE DEDIC	ATION PLAT	•	
3 <u></u>	API Numbe			² Pool Code			³ Pool Nam	e	
30-015-43	3822		98220)	PU	RPLE SAGE-W	OLFCAMP G	AS POOL	
*Property (316327	Code		DR	SCRIV	⁵ Property Na			°We	ll Number 208H
⁷ OGRID 228937	No.		м	ATADOF	^{*Operator Na} R PRODUCT	me ION COMPAN	IY		Sevation 984
					¹⁰ Surface Loo	ation			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	1	24-S	28-E	-	631'	SOUTH	662'	EAST	EDDY
UL or lat no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
М	1	24-S		-	380	SOUTH	240	WEST	EDDY
² Dedicated Acres	¹⁹ Joint or I	лfШ ¹⁴ Со	nsolidation Code	¹⁵ Order	^{Na} 389		185		



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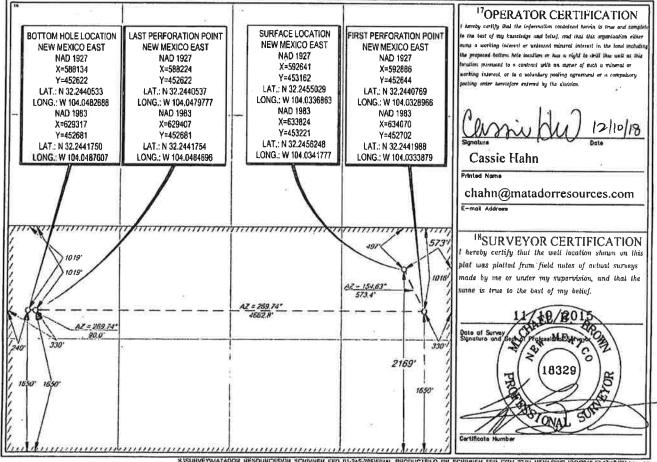
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<u>District </u> 625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Føx: (575) 393-0720 District]	State of New Mexico Energy, Minerals & Natural Resources 0 2 2019		FORM C-102 Revised August 1, 2011
Standern St.J. S., First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720	Department	Submit	one copy to appropriate
District III 000 Rin Brazos Roud, Aztee, NM 87410	OIL CONSERVATION DOUS PROVIDENT OF CONSERVATION DOUS PROVIDENT	D.	District Office
"hone: (505) 334-6178 Fax: (505) 334-6170	1220 South St. Francis Dr.		
220 S. St. Francis Dr., Santa Fe, NM 87505 Phone; (505) 476-3460 Fax: (505) 476-3462	Santa Fe, NM 87505		AMENDED REPORT
······································			2
	WELL LOCATION AND ACREAGE DEDICATION PLAT		

P

30-01	1491 Number	960		² Pool Code 9 8220		PURPLE SA	³ Poul Nam GE - WOLFO		OOL
Property C				DR.	³ Property Na SCRIVNER				ell Number 227H
'OGRID 22893			M	IATADOI	^{#Operator No} R PRODUCI	ION COMPAN	Y		Elevation 2987'
			14	245	¹⁰ Surface Lo	cation	¥.		
UL or lot no, I	Section 01	Township 24–S	Range 28-E	Lot Ida	Feet from the 2169'	NorthSouth line	Feet from the 573'	East/West line EAST	County EDDY
	1	. 15	¹¹ B	ottom Hole	e Location If Di	fferent From Surf	ace		
UL or lat no. L	Section 01	Township 24-S	Runge 28-E	Loi Idn —	Feet from the 1650'	North/South line SOUTH	Feet from the 240'	East/West line WEST	County EDDY
¹² Dedicated Acres 320	^{ri} Joini or I	nfill ^{ra} Cai	salidation Code	⁴ Order	Nu.	k	241	2	11.000

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



SUSURVEYWATADOR_RESOURCES/DH_SCRIVNER_FED_01-245-285/FINA_PHODUCTSLO_DR_SCRIVNER_FED_COM_227/11 (REV4.DNG 12/0/2016 12/0/16 PM bg/ugo/

Rup 5-6-19

 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161

 Paste: (575) 393-6161

 Paste: (575) 783-6761

 Paste: (575) 784-1283

 Fast: (575) 748-1283

 Phone: (575) 748-1283

 Fast: (575) 748-1283

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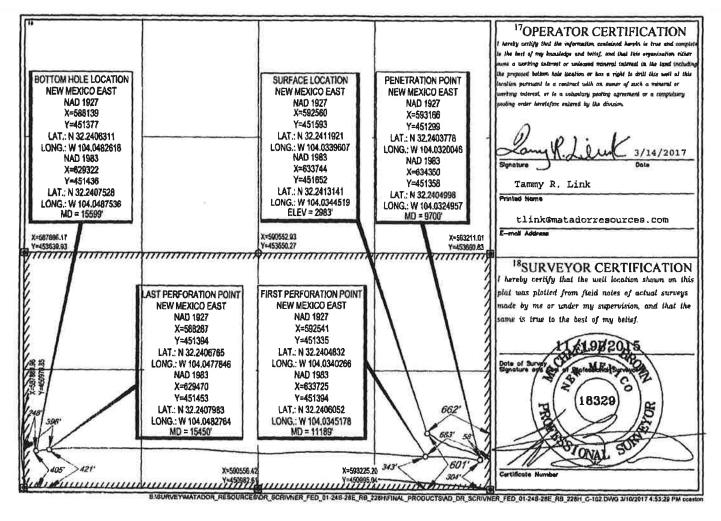
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Sante Fe, NM 87505 FORM C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

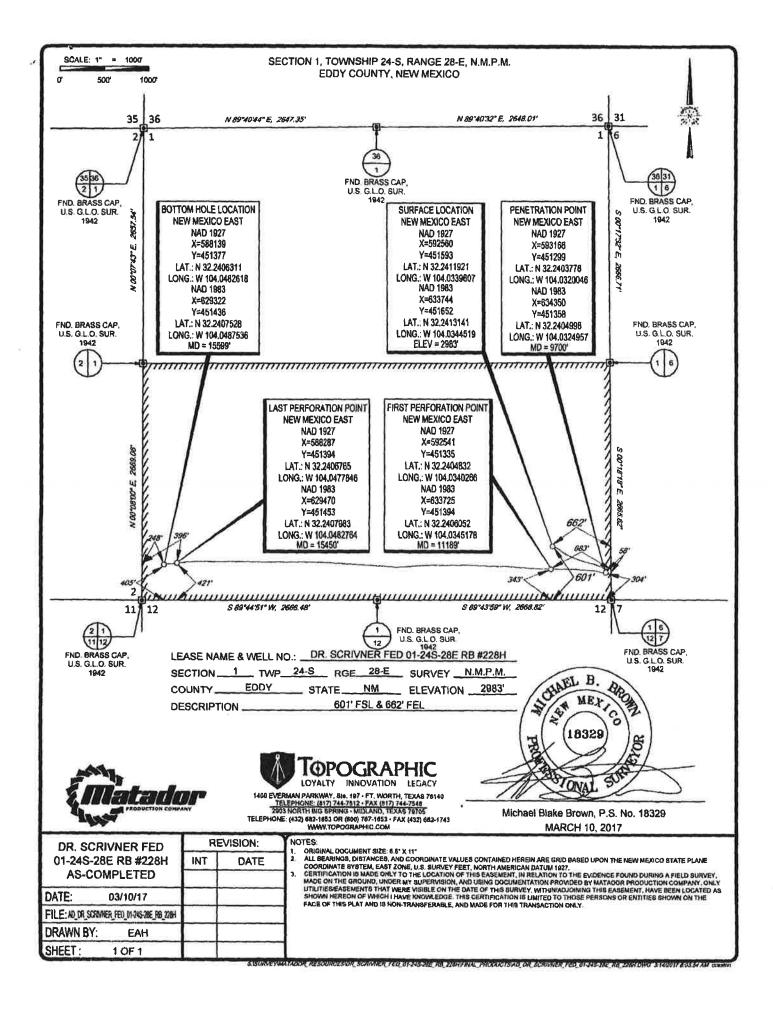
AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

			² Pool Code 98220		Purple Sag		e	
lode 316327		DR	. SCRIV			RB		ll Number 228H
No.		М	ATADOR			Υ		levation 983'
				¹⁰ Surface Loo	cation			
Section 1	Towaship 24-S	Range 28-E	Lot Ida	Feet from the 601	North/South line SOUTH	Feet from the 862'	East/West line EAST	County EDDY
	30-015 Code 316327 No.	316327 No. Section Towaship	30-015-43824 Sode 316327 DR No. M Section Township Range	30-015-43824 98220 Code 316327 DR. SCRIV No. MATADOR Section Township Range Lot Ida	30-015-43824 98220 Sode Property Na 316327 DR. SCRIVNER FED No. Operator Na MATADOR PRODUCT 10 Surface Lot Section Towaship Range Lot Idn Feet from the	30-015-43824 98220 Purple Say Sologe 316327 DR. SCRIVNER FED 01-24S-28E No. No. No. No. No. No. No. No.	30-015-43824 98220 Purple Sage; Wolfcamp Sode Sproperty Name B16327 DR. SCRIVNER FED 01-24S-28E RB No. "Operator Name MATADOR PRODUCTION COMPANY 10 Surface Location Section Towaship Range Lot Ida Feet from the	3D-015-43824 98220 Purple Sage; Wolfcamp Sode *Property Name *We 316327 DR. SCRIVNER FED 01-24S-28E RB # No. *Operator Name * MATADOR PRODUCTION COMPANY 2 10 Surface Location Section Township Range Lot Ida

UL or lat ma.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
М	1	24-S	28-E	-	405'	SOUTH	248'	WEST	EDDY
¹² Dedicated Acres	Ju Joint or 1		nsolidation Cod	e ¹⁸ Order	No.				
320	J.			1					





API: 30:013:43220 API: 30:013:43.28.08 #124H Printed OIL: 43:28.08 #124H Printed OIL: 43:28.08 #124H FINITED FIDERA OI. 134:28.28. RB #124H FINITED FIDERA OI. 134:28.28. RB #124H FIDERA BLUFF;BONE SPRING, Sep 15379 221406 60955 30 0 OLLEBRA BLUFF;BONE SPRING, Sep 15379 221406 60955 30 0 0 CULEBRA BLUFF;BONE SPRING, Sep 13232 21496 21361 2010 0 CULEBRA BLUFF;BONE SPRING, Nov 14273 12363 31 0 CULEBRA BLUFF;BONE SPRING, APR 314273 32169 0 0 CULEBRA BLUFF;BONE SPRING, Nov 14273 12361 12 <t< th=""><th></th><th></th><th>Pr</th><th>oduction Su</th><th>Production Summary Report</th><th></th><th></th><th></th><th></th><th></th><th></th></t<>			Pr	oduction Su	Production Summary Report						
Indeconsitive FEDERAL O1 24S 28E RB #124H Printed On: Wednesday, April 22 020 Finited On: Wednesday, April 22 020 I CULEBRA BLUFF;BONE SPRING, Sep 15379 021496 Jass PS/I Month Oil(BBL5) Gas(MCH) Month J CULEBRA BLUFF;BONE SPRING, Sep 115379 221496 18263 30 0 0 0 0 J CULEBRA BLUFF;BONE SPRING, Nev 14804 21142 34942 30 0				API: 30-0	15-43820						
Frinced On: Weenesday, April 12. 2020 Production Production Month Oil(BBL5) Gas(MCF) Water(BBL5) Days P/1 Water(BBL5) Co2(MCF) 1CULEBRA BLUFF;BONE SPRING, Sep 15379 221406 60955 30 0 0 0 1CULEBRA BLUFF;BONE SPRING, Cict 9129 21496 18263 21 0			DR SCRIVN	IER FEDERAI	.01 24S 28E RB	; #124H					
Froduction Froduction Froduction Indiant		-	Printed	On: Wedne	sday, April 22 2	2020					
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Sen 4599 11864 13772 20 0	[15011] CULEBRA BLUFF; BONE SPRING,										
	2018 SOUTH	Sep	4599	11864	13772	30	0	0	0	0	0

	[15011] CULEBRA BLUFF;BONE SPRING,										
2018	2018 SOUTH	Oct	3623	13350	12604	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										ľ
2018	2018 SOUTH	Νον	3954	13137	12587	30	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2018	2018 SOUTH	Dec	2824	9514	8672	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										ľ
2015	2019 SOUTH	Jan	3248	14396	10408	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2019	2019 SOUTH	Feb	2873	8749	11810	28	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2019	2019 SOUTH	Mar	3010	6753	11228	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2019	2019 SOUTH	Apr	3275	13030	14654	30	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	May	3669	18899	22050	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	un	2088	11383	21362	30	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	luľ	23	1739	11669	28	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	Aug	2898	7121	18554	25	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	Sep	6782	10281	26339	30	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	Oct	2447	10329	16519	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	Nov	2207	11649	15385	30	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2015	2019 SOUTH	Dec	2698	11811	12323	31	0	0	0	0	0
	[15011] CULEBRA BLUFF;BONE SPRING,										
2020	2020 SOUTH	Jan	2488	17229	19725	31	0	0	0	0	0

Feb [15011] CULEBRA BLUFF;BONE SPRING, 2020 SOUTH

			Pu	oduction Summary R API: 30-015-43822	Production Summary Report API: 30-015-43822						
			DR SCRIVN	IER FEDERAL	DR SCRIVNER FEDERAL 01 245 28E RB #208H	; #208H					
			Printed	On: Wedne	Printed On: Wednesday, April 22 2020	2020					
				Production	uu			Ē	Injection		
Year	Year Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF) Gas(MCF)	Gas(MCF)	Other	Other Pressure
2016	[96712] PIERCE CROSSING;WOLFCAMP,NW 2016 (G) AROI	t	1222	0000	01710						
	[96712] DIEPCE CDOSSING-MOLECAMB NIM		7rrr			F		Þ	D	0	0
2016	2016 (G)ABOL	Nov	20625	70535	89483	30	0	0	0	0	0
2016	[96712] PIERCE CROSSING;WOLFCAMP,NW 2016 (G)ABOL	Dec	28416	71792	58243	31	0	0	C		
2017	[96712] PIERCE CROSSING;WOLFCAMP,NW 2017 (G)ABOL	Jan	25182	55777	51702						
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Feb	21497	42760			0				
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Mar	17022	34771	38778	31	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Apr	18246	39008	45701	30	0	0	o	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	May	15836	36342	43323	31	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Iu	14640	33772	40056	30	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Inl	13595	35132	40701	31	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Aug	12100	31667	33800	31	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Sep	10925	30332	33025	30	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Oct	9447	21365	25880	31	0	0	0	0	0

2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Mar	5625	17048	18216	31	0	0	0	
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Apr	4921	17426	16262	30	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	May	4715	14756	14681	31	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) J	n	2084	7271	12241	22	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Inf	206	214	9212	14	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Aug	11826	28800	46954	25	0	0	0	
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) 5	Sep	3570	8196	46199	30	0	0	0	
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) C	Oct	2846	5505	26802	31	0	 0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Nov	8273	17045	56524	21	0	0	0	
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Dec	9870	20631	45447	26	0	0	0 0	0
2020 [98220] PURPLE SAGE; WOLFCAMP (GAS)	Jan	7305	17744	52540	30	0	0	0 0	0
2020 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Feb	4005	10274	38616	29	0	0	0 0	0

			Pro DR SCRIVN	oduction Summary Re API: 30-015-43824 ER FEDERAL 01 245 2	Production Summary Report API: 30-015-43824 DR SCRIVNER FEDERAL 01 24S 28E RB #228H	:#228H					
			Printed	Un: Weaner	Printed Un: Wednesday, April 22 2020	070					
	Var Bool	44-44			n 1			21	Injection		
5	1967121 PIERCE CROSSING: WOI FCAMP NW	NIONT		Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
016	2016 (G)ABOL	Oct	1652	38824	33282	16	0	C	C	C	C
016	[96712] PIERCE CROSSING;WOLFCAMP,NW 2016 (G)ABOL	Nov	77755	765349	61180		c				
016	[96712] PIERCE CROSSING;WOLFCAMP,NW 2016 [G]ABOI	Dar	20067	06766							
	[96712] PIERCE CROSSING; WOLFCAMP, NW	-	10007	000/77	16004				0		
E	2017 (G)ABOL	Jan	16811	231120	34084	31	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Feb	12393	185469	26255	28	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Mar	10907	174638	25411	31	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Apr	9008	151687	19964	30	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Мау	7926	138908	18726	31	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Jun	6379	121962	16463	30	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	lul	5729	117510	16202	31	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Aug	4641	104456	13640	31	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Sep	3656	76589	10108	23	0	0	0	0	0
11	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Oct	3964	76187	14083	31	0	0	0	0	0

2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Nov	3551	66309	11536	30	0	0	0	0	0
2017	2017 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Dec	3532	60403	12841	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Jan	2843	63132	10308	30	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Feb	2787	57452	8732	28	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Mar	2997	63170	10735	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Apr	2629	56325	9022	30	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	May	2515	52846	9089	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	nn	2425	64149	10669	30	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Inf	2308	59033	9720	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Aug	2237	52359	9006	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Sep	2169	54258	9006	30	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Oct	2175	53032	7858	31	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Nov	2090	51360	8513	30	0	0	0	0	0
2018	2018 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Dec	2135	51771	8350	31	0	0	0	0	0
2019	2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Jan	2169	46585	8555	31	0	0	0	0	0
2019	2019 [98220] PURPLE SAGE;WOLFCAMP (GAS)	Feb	1547	42263	6617	26	0	0	0	0	0

2019 [98220] PURPLE SAGE; WOLFCAMP (GAS) Mar	1637	48322	7276	31	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Apr	1606	50528	6435	30		0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) May	1578	43624	6253	31	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Jun	1303	42933	8113	30	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Jul	775	16648	3172	15	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Aug	1231	35850	8967	25	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Sep	875	38214	10328	30	0	0	0 0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Oct	893	33212	7083	31	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Nov	062	24464	5961	90	0	0	0	0
2019 [98220] PURPLE SAGE;WOLFCAMP (GAS) Dec	1339	10395	4371	31	0	0	0	0
2020 [98220] PURPLE SAGE;WOLFCAMP (GAS) Jan	1251	22463	7786	31	0			
							0	0

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: Mat	tador Pro	oduction Company				
OPERATOR ADDRESS: 540	00 LBJ Fr	reeway Tower 1 Sui	te 1500 Dallas, TX 752	240		
APPLICATION TYPE:						
Pool Commingling Lease Comm	ningling	Pool and Lease Com	mingling 🛛 🖾 Off-Lease S	Storage and Measur	ement (Only if not Surface	e Commingled)
LEASE TYPE: 🛛 Fee	🛛 Stat					
Is this an Amendment to existing						
Have the Bureau of Land Manage ⊠Yes □No	ement (BI	LM) and State Land	office (SLO) been not	ified in writing o	of the proposed comm	ingling
	F		L COMMINGLIN			
(1) Pool Names and Codes		Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Value of Non- Commingled Production	Calculated Value of Commingled Production	Volumes
Culebra Bluff; Bone Spring, South (15	5011)	46.9°		\$50.80/bbl		1,100 bopd
Culebra Bluff; Bone Spring, South (15	5011)	1,327 BTU/scf	48.8°	\$2,73/mcf	\$50.80/bbl	1,650 mcfd
Purple Sage; Wolfcamp (Gas) (98220))	49.6°	1,277 BTU/scf	\$50.80/bbl	\$2.60/mcf	2,775 bopd
Purple Sage; Wolfcamp (Gas) (98220))	1,250 BTU/scf		\$2.57/mcf		6,050 mcfd
 (2) Are any wells producing at top a (3) Has all interest owners been noti (4) Measurement type: Meterin (5) Will commingling decrease the velocity 	ified by ce	ertified mail of the prop Other (Specify)		⊠Yes □No. e why comminglir	ng should be approved	
	_			C		

(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?

(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

_		the second se	the state of the second st	
(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.

A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved. (2)

(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: Omar Enriquez

TITLE: Senior Production Engineer_

DATE: 4/22/2020

TYPE OR PRINT NAME Omar Enriquez

E-MAIL ADDRESS: oenriquez@matadorresources.com

□Yes □No

TELEPHONE NO .: (972) 371 5200



Matador Production Company

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

Omar Enriquez Senior Production Engineer

April 22, 2020

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

Re: Application of Matador Production Company to Amend Administrative Order PLC-516 to Include Additional Diversely Owned, Well, Lease, and Pool to the Dr. Scrivner Fed Central Tank Battery from Spacing Units Comprising the S2 of Section 1, Township 24 South, Range 28 East, E2 of the E2 of Sections 36 and 25, Township 23 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 oil and gas production from ten distinct wells located on the Lands, and future production from the Lands as described herein. All wells will be metered through individual three-phase separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each separator flows into one gathering line, as depicted on **Exhibit A**, the Longwood RB Pipeline, LLC line. Each well on the Lands will have its own three-phase separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

Omar Digitally signed by Omar Enriquez DN con-Omar Enriquez Enriquez Distantiation of the State of the State

> Omar Enriquez Production Engineer

OE/bkf Enclosures

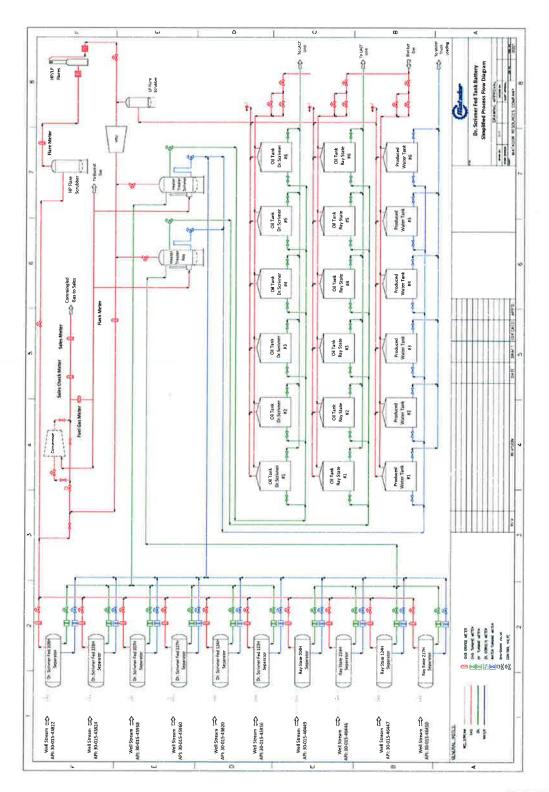


EXHIBIT 4A

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

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

Sample: Mallon 27 Federal Com No. 1H First Stage Separator Spot Gas Sample @ 350 psig & 108 °F

Date Sampled: 12/28/2016

Job Number: 63963.021

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	4.392	
Carbon Dioxide	0.101	
Methane	69.412	
Ethane	15.072	4.024
Propane	7.407	2.037
Isobutane	0.621	0.203
n-Butane	1.671	0.526
2-2 Dimethylpropane	0.004	0.002
Isopentane	0.305	0.111
n-Pentane	0.324	0.117
Hexanes	0.253	0.104
Heptanes Plus	<u>0.438</u>	<u>0.178</u>
Totals	100.000	7.302

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity	3.374	(Air=1)
Molecular Weight	97.32	
Gross Heating Value	5032	BTU/CF

Computed Real Characteristics Of Total Sample:

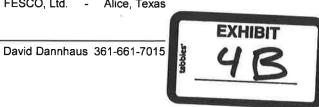
Specific Gravity	0.785	(Air=1)
Compressibility (Z)	0.9960	
Molecular Weight	22.64	
Gross Heating Value		
Dry Basis	1289	BTU/CF
Saturated Basis	1268	BTU/CF

*Hydrogen Sulfide tested on location b Stain Tube Method (GPA 2377) 0.031 Gr/100 CF, 0.5 PPMV or <0.0001 Mol%

Base Conditions: 14.650 PSI & 60 Deg F

Sampled By: (16) EJ/Ronnie Analyst: MR Processor: NG Cylinder ID: T-4511

Certified: FESCO, Ltd. - Alice, Texas



CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286 TOTAL REPORT

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	4.392		5.434
Carbon Dioxide	0.101		0.196
Methane	69.412		49,182
Ethane	15.072	4.024	20.016
Propane	7.407	2.037	14.426
Isobutane	0.621	0.203	1.594
n-Butane	1.671	0.526	4.290
2,2 Dimethylpropane	0.004	0.002	0.013
Isopentane	0.305	0.111	0.972
n-Pentane	0.324	0.117	1.032
2,2 Dimethylbutane	0.003	0.001	0.011
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.036	0.015	0.137
2 Methylpentane	0.075	0.031	0.285
3 Methylpentane	0.045	0.018	0.171
n-Hexane	0.094	0.039	0.358
Methylcyclopentane	0.070	0.024	0.260
Benzene	0.030	0.008	0.104
Cyclohexane	0.055	0.019	0.204
2-Methylhexane	0.012	0.006	0.053
3-Methylhexane	0.015	0.007	0.066
2,2,4 Trimethylpentar	ne 0.000	0.000	0.000
Other C7's	0.056	0.024	0.245
n-Heptane	0.032	0.015	0.142
Methylcyclohexane	0.050	0.020	0.217
Toluene	0.017	0.006	0.069
Other C8's	0.048	0.022	0.234
n-Octane	0.014	0.007	0.071
Ethylbenzene	0.002	0.001	0.009
M & P Xylenes	0.004	0.002	0.019
O-Xylene	0.001	0.000	0,005
Other C9's	0.019	0.010	0,106
n-Nonane	0.004	0.002	0.023
Other C10's	0.007	0.004	0.044
n-Decane	0.001	0.001	0.006
Undecanes (11)	<u>0.001</u>	<u>0.001</u>	<u>0.006</u>
Totals	100.000	7.302	100.000

Computed Real Characteristics Of Total Sample:

Specific Gravity	0.785	(Air=1)
Compressibility (Z)	0.9960	
Molecular Weight	22.64	
Gross Heating Value		
Dry Basis	1289	BTU/CF
Saturated Basis	1268	BTU/CF



Kaitlyn A. Luck Phone (505) 954-7286 kaluck@hollandhart.com

May 13, 2020

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

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company to amend Surface Commingling Order PLC-516 to add certain wells and leases, and to authorize pool and lease commingling, off-lease storage, off lease measurement, and off-lease marketing at the Dr. Scrivner Fed Tank Battery located in the E/2 SE/4 (Units I & P) of Section 1, Township 24 South, Range 29 East, NMPM, Eddy County, New Mexico.

Ladies and Gentlemen:

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

Brian Fancher Matador Production Company 972-371-5242 bfancher@matadorresources.com

Sincerely,

Kaitlyn A. Luck ATTORNEY FOR MATADOR PRODUCTION COMPANY

EXHIBIT 5



A. Mailer Action

Shipment Confirmation Acceptance Notice

Note To Mailer: The labels and volume associated to this form online, must match the labeled packages being presented to the USPS® employee with this form.

Shipment Date:			5/13/2020
Shipped From:			IFIED MAIL
Name:			Gary Brown
Address:		6747	E 50th Ave
City:		Con	nmerce City
State:	со	ZIP+4®	80022

Type of Mail	Volume			
Priority Mail Service®	0			
Priority Mail Express Service®*	0			
International Mail*	0			
Other	118			
Total Volume	118			

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.



TrackingNo	TransactionDate	ToName	DeliveryAddress	City	State	Zip	USPS_Status
9414810898765059373676	05/13/2020	1836 Royalty Partners, LLC	306 W Wall St Ste 620	Midland	тх	79701-5118	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059373683	05/13/2020	AllDale Minerals II, LP	2100 Ross Ave Ste 1870	Dallas	тх	75201-6773	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:03 pm. The item is currently in transit to the destination.
9414810898765059373690	05/13/2020	Alma Granberry, c/o Walter Granberry Jr.	4811 14th St	Lubbock	ТХ	79416-4601	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:03 pm. The item is currently in transit to the destination.
9414810898765059373706	05/13/2020	BK Exploration Corporation	10122 N Dover Pl	Owasso	ОК	74055-7737	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:05 am. The item is currently in transit to the destination.
9414810898765059373713	05/13/2020	Brady Lynn Raindl	PO Box 65043	Lubbock	тх	79464-5043	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059373720	05/13/2020	Brandi Blair Raindl	1104 Telluride Ct	Midland	ТХ	79705-1906	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:05 am. The item is currently in transit to the destination.
9414810898765059373737	05/13/2020	Brent Mitchell Raindl	3315 Lancelot Dr	Dallas	ТХ	75229-5019	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:05 am. The item is currently in transit to the destination.
9414810898765059373744	05/13/2020	C. Ray Allen & Jacqueline W. Allen c/o Christopher Allen	13914 Shoreline Dr	Willis	ТХ	77318-5291	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:57 pm. The item is currently in transit to the
9414810898765059373751	05/13/2020	Chalcam Exploration, LLC	403 Tierra Berrenda Dr	Roswell	NM	88201-7837	destination. Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:57 pm. The item is currently in transit to the
9414810898765059373775	05/13/2020	Chase Oil Corporation	PO Box 1767	Artesia	NM	88211-1767	
9414810898765059373782	05/13/2020	Chevron U.S.A., Inc	1400 Smith St	Houston	ТХ	77002-7327	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.

							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:05 am.
9414810898765059373799	05/13/2020	Clay Johnson	1603 N Big Spring St Unit 1	Midland	тх	79701-2621	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
		CLM Production					pm. The item is currently in transit to the
9414810898765059373805	05/13/2020	Company	PO Box 881	Roswell	NM	88202-0881	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Curtis A. Anderson &					CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059373812	05/13/2020	Edna I. Anderson	9314 Cherry Brook Ln	Frisco	тх	75033-0651	The item is currently in transit to the destination.
			,				Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
							pm. The item is currently in transit to the
9414810898765059373829	05/13/2020	Cypress Gas Corporation	9100 E Mineral Cir	Centennial	СО	80112-3401	destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
0414010000700007000070000	05 /12 /2020	Curress Cas Corporation	DO Day 2200	Frieldwood	со	00155	pm. The item is currently in transit to the destination.
9414810898765059373836	05/13/2020	Cypress Gas Corporation	PU B0X 3299	Englewood	0	80155	
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059373843	05/13/2020	Debra Kay Primera	PO Box 28504	Austin	тх	78755-8504	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
		Doug Ferguson & Beck					CENTER origin facility on May 14, 2020 at 12:05 am.
9414810898765059373850	05/13/2020	Ferguson	PO Box 432	Midland	ТХ	79702-0432	The item is currently in transit to the destination.
							Vour item arrived at our DENIVED CO. DISTRIBUTION
		Dwane Arthur c/o					Your item arrived at our DENVER CO DISTRIBUTION
9414810898765059373867	05/12/2020	Michael D. Arthur	3530 Ketch Ave	Oxnard	СА	02025 2121	CENTER origin facility on May 13, 2020 at 11:09 pm. The item is currently in transit to the destination.
9414810898703039373807	05/15/2020	Michael D. Arthur	SSSO REICH AVE	Oxilard	CA	33033-3131	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Edwin Ralph Arthur c/o					CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059373874	05/13/2020	Michael D. Arthur	3530 Ketch Ave	Oxnard	CA	93035-3131	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:05
							pm. The item is currently in transit to the
9414810898765059373881	05/13/2020	First Century Oil, Inc.	PO Box 1518	Roswell	NM	88202-1518	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059373898	05/13/2020	Frank Petmecky	11576 Barbet Ct	Moreno Valley	CA	92557-5/10	The item is currently in transit to the destination.
2414010030103032313030	03/13/2020	T ank T ethecky		woreno valley	CA	52557-5419	The real is currently in transit to the destination.

							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059373911	05/13/2020	Gary J. Lamb	PO Box 3383	Midland	TX	79702-3383	The item is currently in transit to the destination.
							Your shipment was received at 4:19 pm on May 13,
							2020 in DENVER, CO 80217. The acceptance of your
9414810898765059373928	05/13/2020	Geraldetta Marrs	1909 Sentry Cir	Carlsbad	NM	88220-4178	package is pending.
							Your item arrived at our DENVER CO DISTRIBUTION
		Glen B. Williams & Vivian					CENTER origin facility on May 13, 2020 at 11:09 pm.
9414810898765059373935	05/13/2020	Williams	3166 County Line Rd	Mountain Grove	мо	65711-2711	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:09
							pm. The item is currently in transit to the
9414810898765059373942	05/13/2020	Haley Kurtchner	2224 Collins Ave	Carlsbad	NM	88220-9672	destination.
	03/13/2020	Harvard Exploration Ltd.				00220 3072	Your shipment was received at 4:19 pm on May 13,
		Series 7 Attn Jeff L.					2020 in DENVER, CO 80217. The acceptance of your
9414810898765059373959	05/13/2020	Harvard	703 Brazos St	Roswell	NM	88201-3373	package is pending.
5414810858705055575555	05/15/2020		705 018203 50	ind swell		00201 3373	puckuge is periority.
							Your item departed our DENVER CO DISTRIBUTION
		Highland Texas Energy					CENTER origin facility on May 14, 2020 at 12:05 am.
9414810898765059373966	05/13/2020	Company	7557 Rambler Rd Ste 918	Dallas	тх	75231-2306	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:05 am.
9414810898765059373973	05/13/2020	Hillier, LLC	4620 Livingston Ave	Dallas	тх	75209-6024	The item is currently in transit to the destination.
							Your shipment was received at 4:19 pm on May 13,
							2020 in DENVER, CO 80217. The acceptance of your
9414810898765059373997	05/13/2020	Holsum, Inc.	723 N Main St	Roswell	NM	88201	package is pending.
					_		
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374000	05/13/2020	J. Hiram Moore, Ltd.	PO Box 94077	Southlake	тх	76092-0120	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:05
							pm. The item is currently in transit to the
9414810898765059374017	05/13/2020	Jack Austin Richardson	PO Box 3660	Roswell	NM	88202-3660	
							Your item arrived at our DENVER CO DISTRIBUTION
		James W. Williams &					CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374024	05/13/2020	Troyce Williams	7985 Highway 38 Apt 38	Mountain Grove	MO	65711-2906	The item is currently in transit to the destination.
							Veur item errived at our DENV(ED CO. DICTDIS) (TION
							Your item arrived at our DENVER CO DISTRIBUTION
0.44.404.000070505057	05 /40 /0000	lan Dunalua		.		00506 6055	CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374031	05/13/2020	Jan Duncker	225 Clearwood Ave	Riverside	CA	92506-6262	The item is currently in transit to the destination.

		John A. Petmecky c/o					Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374048	05/13/2020	Jeffery Alan Petmecky	8518 Yarrow Ln	Riverside	CA	92508-2926	The item is currently in transit to the destination.
		John Michael & Marion					Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:59 pm. The item is currently in transit to the
9414810898765059374055	05/13/2020	Richardson	3660 Highway 41	Stanley	NM	87056-9708	
5414616656765655574655	05/15/2020			Stancy		0/050 5/00	
	oz (40 /2000						Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374062	05/13/2020	Jon M. Morgan	PO Box 1015	Midland	TX	79702-1015	The item is currently in transit to the destination.
9414810898765059374079	05/13/2020	Joyce Marie Pillitter	652 Via Zapata	Riverside	CA	92507-6424	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374086	05/13/2020	L.D. Williams & Shirley Ann Williams	305 S Summit St	Fort Stockton	тх	79735	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:14 am. The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374093	05/13/2020	Larry G. Phillips	850 Ranch Road 2341	Burnet	ТХ	78611-5816	The item is currently in transit to the destination.
9414810898765059374109	05/12/2020	Laura K. Reed, LLC	1217 W 3rd St	Roswell	NM	88201-2046	Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination
9414010090703039374109	03/13/2020		1217 W Slu St	ROSWEII	INIVI	88201-2040	Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:59 pm. The item is currently in transit to the
9414810898765059374116	05/13/2020	Lois Hasting	1057 Camino Manana	Santa Fe	NM	87501-1088	destination.
9414810898765059374123	05/13/2020	Map00-Net	101 N Robinson Ave Ste 1000	Oklahoma City	ОК	73102-5513	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
	-, -,						Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:05 pm. The item is currently in transit to the
9414810898765059374130	05/13/2020	Margaret L. Reischman	19 Riverside Dr	Roswell	NM	88201-3952	destination.
							Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 11:04 pm. The item is currently in transit to the
9414810898765059374147	05/13/2020	Marie Ellayna Ryan	503 W Orchard Ln	Carlsbad	NM	88220-4643	
9414810898765059374123	05/13/2020	Map00-Net Margaret L. Reischman	101 N Robinson Ave Ste 1000 19 Riverside Dr	Oklahoma City Roswell	OK NM	73102-5513 88201-3952	Your item arrived at our DENVER CO DISTRIBUT CENTER origin facility on May 13, 2020 at 10:57 The item is currently in transit to the destinatio Your item arrived at our USPS facility in DENVER DISTRIBUTION CENTER on May 13, 2020 at 11:0 pm. The item is currently in transit to the destination. Your item arrived at our USPS facility in DENVER DISTRIBUTION CENTER on May 13, 2020 at 11:0 pm. The item is currently in transit to the

							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374154	05/13/2020	Melissa Brown	805 W Leadora Ave	Glendora	CA	91741-1948	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:22 pm.
9414810898765059374161	05/13/2020	MHM Resources, LP	PO Box 51570	Midland	ТΧ	79710-1570	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374178	05/13/2020	Mineras Resources, LLC	7557 Rambler Rd Ste 918	Dallas	TX	75231-2306	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
							pm. The item is currently in transit to the
9414810898765059374185	05/13/2020	Morris E. Schertz	PO Box 2588	Roswell	NM	88202-2588	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374192	05/13/2020	Ned R. Arthur	PO Box 1023	Newton	кs	67114-1023	The item is currently in transit to the destination.
9414810898705059574192	03/13/2020		FO BOX 1023	Newton	K3	07114-1023	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374208	05/13/2020	Pheasant Energy, LLC	PO Box 471458	Fort Worth	тх	76147-1458	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374215	05/13/2020	Ponderosa Royalty, LLC	2501 Humble Ave	Midland	тх	79705-8407	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374222	05/13/2020	Ranchito AD4, LP	2100 Ross Ave Ste 1870	Dallas	ТΧ	75201-6773	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
		Read & Stevens					pm. The item is currently in transit to the
9414810898765059374239	05/13/2020	Employee Benefit Plan	PO Box 1518	Roswell	NM	88202-1518	
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
044404000765050505	05 (42 (2020	Deed 8 Chause In	DO D 4540			00000 4540	pm. The item is currently in transit to the
9414810898765059374253	05/13/2020	Read & Stevens, Inc.	PO Box 1518	Roswell	NM	88202-1518	destination. Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:59
		Rfort Mineral Properties,					pm. The item is currently in transit to the
9414810898765059374260	05/13/2020	LLC	9716 Admiral Emerson Ave NE	Albuquerque		87111-1318	
3414010030/020233/4260	03/15/2020		37 10 AUTIMAI EMERSON AVE NE	Annuquerque	INIVI	0/111-1318	นธรณาสมาบาท.

9414810898765059374284	05/13/2020	Richardson Mineral & Royalty, LLC	105 W 3rd St	Roswell	NM	88201-4750	Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374291	05/13/2020	Ricky D. Raindl	PO Box 142454	Irving	TX	75014-2454	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374307	05/13/2020	Robert G. Hooper	3212 Chelsea Pl	Midland	TX	79705-2324	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:14 am. The item is currently in transit to the destination.
9414810898765059374314	05/13/2020	Robert Mitchell Raindl	4209 125th St	Lubbock	TX	79423-7950	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374321	05/13/2020	Ronald Boren	3937 Columbia Ave	Riverside	СА	92501-1548	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374338	05/13/2020	Sharron S. Trollinger	6026 Meadowcreek Dr	Dallas	ТХ	75248-5452	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:14 am. The item is currently in transit to the destination.
9414810898765059374345	05/13/2020	State of New Mexico	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	
9414810898765059374352	05/13/2020	State of New Mexico	PO Box 1148	Santa Fe	NM	87504-1148	Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:59 pm. The item is currently in transit to the destination.
9414810898765059374369	05/13/2020	Sylvite Corporation	PO Box 394	Broken Arrow	ОК	74013-0394	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:05 am. The item is currently in transit to the destination.
9414810898765059374376	05/13/2020	Tap Rock Minerals, LP	602 Park Point Dr Ste 200	Golden	со	80401-9359	Your item arrived at our USPS facility in DENVER CO DISTRIBUTION CENTER on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374383	05/13/2020	The Cress Gamily Trust under Trust Agreement date April 15, 1993	1241 Stanford Ave	Saint Paul	MN	55105-2810	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:04 pm. The item is currently in transit to the destination.

							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374390	05/13/2020	The Roach Foundation	777 Taylor St Ph P2J	Fort Worth	тх	76102-4922	The item is currently in transit to the destination.
							· · · · · · · · · · · · · · · · · · ·
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374406	05/13/2020	Tierra Oil Company, LLC	PO Box 700968	San Antonio	тх	78270-0968	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:15 am.
9414810898765059374420	05/13/2020	Tommy L. Fort	PO Box 5356	Midland	тх	79704-5356	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:59
							pm. The item is currently in transit to the
9414810898765059374437	05/13/2020	Trinity Pollock	4 Road 3639	Aztec	NM	87410-9417	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374444	05/13/2020	Tundra AD3, LP	2100 Ross Ave Ste 1870	Dallas	тх	75201-6773	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:04
							pm. The item is currently in transit to the
9414810898765059374451	05/13/2020	Turner Royalties, LLC	3 Brass Horse Ln	Santa Fe	NM	87508-9400	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374468	05/13/2020	Walter Granberry, Jr.	4811 14th St	Lubbock	тх	79416-4601	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:58
							pm. The item is currently in transit to the
9414810898765059374475	05/13/2020	Watson Properties, LLC	3905 Futura Dr	Roswell	NM	88201-6797	destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374482	05/13/2020	Wing Resources III, LLC	2100 McKinney Ave Ste 1540	Dallas	тх	75201-2140	The item is currently in transit to the destination.
							Your item departed our DENVER CO DISTRIBUTION
							CENTER origin facility on May 14, 2020 at 12:14 am.
9414810898765059374499	05/13/2020	Alfred J. Rodriguez	28 Kennington Ct	Dallas	тх	75248-7902	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
							pm. The item is currently in transit to the
9414810898765059374505	05/13/2020	Betty R. Young	1311 W 3rd St	Roswell	NM	88201-2048	destination.
			· · · · · · · · · · · · · · · · · · ·				

9414810898765059374659	05/13/2020	Reserve Management, Inc.	PO Box 8629	Tyler	тх	75711-8629	CENTER origin facility on May 13, 2020 at 11:04 pm. The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
9414810898765059374642	05/13/2020	Ralph E. Peacock	4818 S Zunis Ave	Tulsa	ОК	74105-8760	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374628	05/13/2020	Mr. and Mrs. R.R. McDearmon	2533 20th Ave N	Texas City	тх	77590-4807	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374611	05/13/2020	George Phillip Huey	5850 E Lovers Ln Apt 315	Dallas	тх	75206-2953	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374604	05/13/2020	Nancy Peacock Mackey	4818 S Zunis Ave	Tulsa	ОК	74105-8760	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374581	05/13/2020	B&N Energy, LLC A TX LLC	PO Box 1227	Los Gatos	CA	95031-1227	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374574	05/13/2020	Kaiser-Francis Oil Company	6733 S Yale Ave	Tulsa	ОК	74136-3302	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374567	05/13/2020	Jack C. Holland	180 Mooring Buoy	Hilton Head Island	SC	29928-5252	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.
9414810898765059374543	05/13/2020	Veritas Permian Resources LLC	PO Box 10850	Fort Worth	тх	76114-0850	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374536	05/13/2020	CSA Petroleum	PO Box 318	Hunt	тх	78024-0318	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 10:57 pm. The item is currently in transit to the destination.
9414810898765059374512	05/13/2020	Carolyn R. Beal	PO Box 3098	Midland	ТХ	79702-3098	Your item departed our DENVER CO DISTRIBUTION CENTER origin facility on May 14, 2020 at 12:15 am. The item is currently in transit to the destination.

		Roger J. Westerberg,					Your item arrived at our DENVER CO DISTRIBUTION
		Trustee of the Roger J.					CENTER origin facility on May 13, 2020 at 10:57 pm.
9414810898765059374666	05/13/2020	Westerberg Trust	805 Eagle Dr	Rock Valley	IA	51247-1503	The item is currently in transit to the destination.
	00, 10, 2020						······································
							Your item arrived at our DENVER CO DISTRIBUTION
		Ruth C. Steger c/o Susan					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374673	05/13/2020	Steger Rhoads	6905 Ellsworth Ave	Dallas	тх	75214-2733	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Devon Energy					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374697	05/13/2020	Production Co., LP	333 W Sheridan Ave	Oklahoma City	ОК	73102-5010	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
		Casha Usahin na Cassin					DISTRIBUTION CENTER on May 13, 2020 at 10:57
0414010000700007000074700	05 /12 /2020	Sealy Huchings Cavin,		Degwall		88201 2100	pm. The item is currently in transit to the
9414810898765059374703	05/13/2020	Inc.	504 N Wyoming Ave	Roswell	NM	88201-2169	
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374727	05/13/2020	Union Hill Oil & Gas Co	801 Orthopedic Way	Arlington	тх	76015-1630	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:09
							pm. The item is currently in transit to the
9414810898765059374758	05/13/2020	Virginia A. Desmond	PO Box 1857	Roswell	NM	88202-1857	destination.
							Your item arrived at our DENVER CO DISTRIBUTION
	/ /	Accelerate Resources					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374772	05/13/2020	Operating, LLC	5949 Sherry Ln Ste 1060	Dallas	TX	75225-8112	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Oxy USA WTP Limited					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374796	05/13/2020	Partnership	5 Greenway Plz Ste 110	Houston	тх	77046-0521	The item is currently in transit to the destination.
5414010050705055574750	03/13/2020	Susannah D. Adelson,		nouston		77040 0321	The item is currently in transit to the destination.
		Trustee of James					Your item arrived at our DENVER CO DISTRIBUTION
		Adelson and Family Trust					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374819	05/13/2020	2015	15 E 5th St Ste 3300	Tulsa	ок	74103-4340	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374833	05/13/2020	Zunis Energy, LLC	15 E 5th St Ste 3300	Tulsa	ОК	74103-4340	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
0444040000765050274064	05 /12 /2020	CED Minerale LLC	DO D 50020		T V	70740 0000	CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374864	05/13/2020	CEP Minerals, LLC	PO Box 50820	Midland	TX	/9/10-0820	The item is currently in transit to the destination.

							Your item departed our DENVER CO DISTRIBUTION
		Good News Minerals,					CENTER origin facility on May 14, 2020 at 12:15 am.
9414810898765059374888	05/13/2020	LLC	PO Box 50820	Midland	тх	79710-0820	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Black Mountain					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374901	05/13/2020	Operating, LLC	500 Main St Ste 1200	Fort Worth	TX	76102-3926	The item is currently in transit to the destination.
							Vousitors arrived at our DENIVED CO. DISTRIBUTION
		Marathon Oil Permian,					Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374925	05/13/2020	LLC	5555 San Felipe St	Houston	тх	77056-2701	The item is currently in transit to the destination.
9414810898703039374923	03/13/2020		5555 San Tenpe St	nouscon		77030-2701	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:06 pm.
9414810898765059374949	05/13/2020	Kimbell Art Foundation	301 Commerce St Ste 2240	Fort Worth	тх	76102-4122	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		MWB 1998 Trust c/o Ben					CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059374963	05/13/2020	J. Fortson, Jr., Trustee	301 Commerce St Ste 2900	Fort Worth	ТХ	76102-4152	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		CCB 1998 Trust c/o Ben					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059374987	05/13/2020	J. Fortson, Jr., Trustee	301 Commerce St Ste 2900	Fort Worth	ТХ	76102-4152	The item is currently in transit to the destination.
		DCD 1000 Trust - /- D					Your item arrived at our DENVER CO DISTRIBUTION
0444040000700007000070007	05 /42 /2020	DCB 1998 Trust c/o Ben	201 Commence Ct Cto 2000	E a ut M (a ut la	TV	76402 4452	CENTER origin facility on May 13, 2020 at 11:06 pm.
9414810898765059375007	05/13/2020	J. Fortson, Jr., Trustee	301 Commerce St Ste 2900	Fort Worth	ТХ	76102-4152	The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION
		Robert C. Grable c/o					CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059375038	05/13/2020	Bank One, as Agent	PO Box 99084	Fort Worth	тх	76199-0084	The item is currently in transit to the destination.
5414010050705055575050	03/13/2020	Bunk one, us Agent	10 00x 33004			70133 0004	
							Your item arrived at our DENVER CO DISTRIBUTION
		Bill Burton c/o Bank One,					CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059375069	05/13/2020	as Agent	PO Box 99084	Fort Worth	тх	76199-0084	The item is currently in transit to the destination.
							-
							Your item arrived at our DENVER CO DISTRIBUTION
							CENTER origin facility on May 13, 2020 at 11:05 pm.
9414810898765059375083	05/13/2020	Sundance Minerals	PO Box 17744	Fort Worth	ТХ	76102-0744	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 10:57
							pm. The item is currently in transit to the
9414810898765059375113	05/13/2020	Cyprus Gas Corporation	9100 E Mineral Cir	Centennial	CO	80112-3401	destination.

							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:04
							pm. The item is currently in transit to the
9414810898765059375137	05/13/2020	Cyprus Gas Corporation	PO Box 3299	Englewood	CO	80155	destination.
							Your item arrived at our USPS facility in DENVER CO
		Doralea S Bean, Personal					DISTRIBUTION CENTER on May 13, 2020 at 11:04
		Representative Truman					pm. The item is currently in transit to the
9414810898765059375151	05/13/2020	T. Sanders, Jr.,	PO Box 550	Roswell	NM	88202-0550	
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:04
							pm. The item is currently in transit to the
9414810898765059375175	05/13/2020	Linda Coffman	230 Montgomery Dr	Grand Junction	со	81503-2257	destination.
9414810898765059375199	05/13/2020	Jennifer D. Pearson	3201 Cedar Falls Dr.	Fort Worth	ТХ	76244	Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:04 pm. The item is currently in transit to the destination.
							Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059375212	05/13/2020	Leslie Sindt	206 Moonlight Trl	Stephenville	TX	76401-2138	The item is currently in transit to the destination.
		Ben J. Fortson III, Trustee of the Ben J. Fortson III					Your item arrived at our DENVER CO DISTRIBUTION CENTER origin facility on May 13, 2020 at 11:04 pm.
9414810898765059375236	05/13/2020	Childrens Trust	301 Commerce St Ste 2900	Fort Worth	ТХ	76102-4152	The item is currently in transit to the destination.
							Your item arrived at our USPS facility in DENVER CO
							DISTRIBUTION CENTER on May 13, 2020 at 11:04
		Bureau of Land					pm. The item is currently in transit to the
9414810898765059375250	05/13/2020	Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	destination.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT Pecos District Carlsbad Field Office 620 E. Greene Carlsbad, New Mexico 88220-6292 www.blm.gov/nm



IN REPLY REFER TO: NM137839 3105.2 (P0220)

Reference: Communitization Agreement Dr Scrivner Federal Com 124H Section 1: S2S2 T. 24 S., R. 28 E. Eddy County, NM 12/21/17

Matador Production Co. 5400 LBJ Freeway, Suite 1500 Dallas, TX 75240

Gentlemen

Enclosed is an approved copy of Communitization Agreement NM137839 involving 120 acres of Fed land and 40 acres of Federal land in lease NMNM115410, Eddy County, New Mexico, which comprise a 160 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the S2S2 of Sec. 1, T. 24 S., R. 28 E., NMPM, Eddy County, NM, and is effective 08/01/2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

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If you have any questions regarding this approval, please contact Chris Walls at (575) 234-2234 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

Cody I Layton Assistant Field

Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc: ONRR, Denver NM Taxation & Revenue Dept. (Revenue Processing Div.) NMOCD NM (9200) NM (P0220-CFO, File Room) NM State Land Comm.

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the S2S2 of sec. 1, T. 24
 S., R. 28 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 12/21/2017

y R. Lavton Cody R. Layton

Cody R. Eayton Assistant Field Manager, Lands and Minerals

Effective: 08/01/2017

Contract No.: Com. Agr. NM137839

COMMUNITIZATION AGREEMENT

Contract No. 137839

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, authorized 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 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 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 agreement 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, and as depicted on "Exhibit "A".

S/2S/2 of Section 1, Township 24 South, Range 28 East, Eddy County, New Mexico

containing **160 acres**, more or less, and this agreement shall include the **Bone Spring Formation** underlying said lands and the, natural gas and associated liquid hydrocarbons, hereinafter referred to as "communitized substances," producible from such formations.

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 Commission.

4. Operator shall furnish the Secretary of the Interior, 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 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 each leasehold bears to the entire acreage committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State, or Fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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 communitized 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 operations, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as a commencement, completion, continued operations, 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.

This agreement is effective August 1, 2017, upon execution of the 10. necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if a shutin royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; 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 Commissioners, 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 during the period of nonproduction. The two-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. As to lands owned by the State of New Mexico, there shall be no cessation of more than twenty (20) consecutive days; provided, however, that 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 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, or his duly authorized representative.

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. 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 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 date and year first above written and have set opposite their respective names the date of execution.

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

OPERATOR:

Matador Production Company

Date: 11-15-1

By:

Craig N. Adams Title: Executive Vice President

CORPORATE ACKNOWLEDGEMENT

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STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15th day of **November**, 2017 by Craig N. Adams, Executive Vice President of Matador **Production Company**, a Texas corporation, on behalf of said corporation.

My Commission Expires: 8-24-2021

Notary 1

JAIME GRAINGER Notary Public, State of Texas Comm. Expires 08-24-2021 Notary ID 131259323

OPERATOR:	Matador Production Con	mpany	
Date: 11-15-17	By: Carto	~	pea
	Name: Craig N. Adams		
	Title: Executive Vice Pre	sident	
WORKING INTEREST	OWNER/RECORD	TITLE	OWNER:
	MRC Permian Company	i	
Date: 11-15-17	By: Cyfl		DRVA OL
	Name: Craig N. Adams		
	Title: Executive Vice Pres	sident	

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ACKNOWLEDGEMENT

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STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 15thday of November, 2017, by Craig N. Adams, Executive Vice President of Matador Production Company, a Texas corporation, on behalf of said corporation.

My Commission Expires: 8-24	+-2021	Notary Public, State of Texas
STATE OF TEXAS		JAIME GRAINGER Notary Public, State of Texas Comm. Expires 08-24-2021
COUNTY OF DALLAS		Notary ID 131259323

The foregoing instrument was acknowledged before me this biday of November, 2017, by Craig N. Adams, Executive Vice President of MRC Permian Company, a Texas corporation, on behalf of said corporation.

My Commission Expires: 8-24-2021

ana Notary Public, State of Texas JAIME GRAINGER Notary Public, State of Texas Comm. Expires 08-24-2021 Notary ID 131259323

EXHIBIT "A"

PLAT OF COMMUNITIZED AREA COVERING THE S/2S/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

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	Tract 3:	I Treat 2:	1 Tunot 1.
Tract 4: 40 acres Fee Leases	Tract 3: 40 acres NMNM 115410	Tract 2: 40 acres Fee Leases	Tract 1: 40 acres Fee Leases

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN COMMUNITIZATION AGREEMENT DATED AUGUST 1, 2017, COVERING THE S/2S/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

<u>Tract 1:</u>

Oil and Gas Lease:Effective Date:October 22, 2013Lessor:Covert Trust dated 11/1/2010Lessee:Artesia Oil & Gas LLCRecorded:Book 942, page 554

Oil and Gas Lease:Effective Date:October 30, 2013Lessor:McCaw Properties LLCLessee:Artesia Oil & Gas LLCRecorded:Book 956, page 575

Working Interest Owner:

MRC Permian Company: 100%

Tract 2:

Oil and Gas Lease:Effective Date:September 23, 2013Lessor:S. P. Johnson, III and Barbara Jo Johnson, Co-Trustees of the S. P.
Johnson, III and Barbara Jo Johnson Trust u/t/a January 24, 1985Lessee:Cogent Energy, Inc.Recorded:Book 951, page 542

Oil and Gas Lease:Effective Date:September 23, 2013Lessor:PJC Limited PartnershipLessee:Cogent Energy, Inc.Recorded:Book 951, page 547

Working Interest Owner:

MRC Permian Company: 100%

Tract 3:

Oil and Gas LeaseEffective Date:February 27, 2006Lessor:The United States of AmericaLessee:Featherstone Development CorporationSerial #:NMNM 115410

Recorded: Book 640 Page 648 Working Interest Owner: MRC Permian Company: 100%

Tract 4:

Oil and Gas Lease:

Effective Date:	February 9, 2016
Lessor:	Pardue Limited Company
Lessee:	Featherstone Development Company
Recorded:	Book 1052, page 877
Oil and Gas Lea	ase:
Effective Date:	September 2, 2013
Lessor:	Guitar Holding Company, LP
Lessee:	Cogent Energy Inc., Defined Benefit Plan
Recorded:	Book 956, page 17

Oil and Gas Lease:Effective Date:February 18, 2014Lessor:Pressley Hudson GuitarLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 970, page 475

Oil and Gas Lease:Effective Date:September 5, 2013Lessor:Virginia N. Hoff, Trustee of the Virginia N. Hoff Management TrustLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 953, page 669

Oil and Gas Lease:Effective Date:October 21, 2013Lessor:John Guitat Witherspoon, Jr.Lessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 956, page 774

Oil and Gas Lease:Effective Date:September 5, 2013Lessor:Brett Guitar WitherspoonLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 953, page 668

Oil and Gas Lease: Effective Date: November 27, 2013 Lessor: Repps B. Guitar, Jr. Estate Lessee: Cogent Energy Inc., Defined Benefit Plan Dr. Scrivner Fed Com 1-24S-28E Township 24 South, Range 28 East, N.M.P.M Section 1: S/2S/2 Eddy County, New Mexico Recorded:Book 961, page 776Oil and Gas Lease:Effective Date:September 25, 2013Lessor:Guy P. Witherspoon, IIILessee:Cogent Energy Inc., Defined Benefit PlanRecorded:956, Page 15

Oil and Gas Lease:Effective Date:October 21, 2013Lessor:Whitten Guitar WitherspoonLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:956, Page 13

Oil and Gas Lease:Effective Date:November 22, 2013Lessor:John Guitar, III EstateLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:962, Page 533

Oil and Gas Lease:Effective Date:September 19, 2013Lessor:Wende Witherspoon MorganLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:956, Page 671

Working Interest Owner:	MRC Permian Company.:	50.0000%
	Horned Frog Oil and Gas, LP:	7.12000%
	BucJag Investments, LLC	0.80000%
	Nonnortootie LLC:	0.04000%
	Una Oreja LLC:	0.04000%
	RSC Resources, LP:	34.0000%
	JTD, LLC:	8.00000%

RECAPITULATION

Tract No.	Acreage Committed	Percentage of Interest
Tract 1	40 acres	25%
Tract 2	40 acres	25%
Tract 3	40 acres	25%
Tract 4	40 acres	25%
Total:	160 acres	100%



United States Department of the Interior

BUREAU OF LAND MANAGEMENT Pecos District Carlsbad Field Office 620 E. Greene Carlsbad, New Mexico 88220-6292 www.blm.gov/nm



IN REPLY REFER TO: NM136754 3105.2 (P0220)

Reference: Communitization Agreement Dr. Scrivner Federal Com 208H Section 1: S2 T. 24 S., R. 28 E. Eddy County, NM 02/10/2017

Matador Production Co. 5400 LBJ Freeway, Suite 1500 Dallas, TX 75240

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM136754 involving 240 acres of Fee land, 40 acres of Unleased Federal land, unleased lands account Serial Number NMNM136753 and 40 acres of Federal land in lease NMNM115410, Eddy County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all gas and producible hydrocarbons from the Wolfcamp formation beneath the S2 of Sec. 1, T. 24 S., R. 28 E., NMPM, Eddy County, NM, and is effective 08/02/2016. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Chris Walls at (575) 234-2234 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

& A layter Sincerely

Cody R. Layton Assistant Field Manager, Lands and Minerals

1 Enclosure: 1 - Communitization Agreement

cc: ONRR, Denver NM Taxation & Revenue Dept. (Revenue Processing Div.) NMOCD NM (9200) NM (P0220-CFO, File Room) NM State Land Comm.

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the S2 of sec. 1, T. 24 S., R. 28 E., NMPM, as to all producible gas and hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 02/10/2017

Caly 1. Louter

Cody R. Layton Assistant Field Manager, Lands and Minerals

Effective: 08/02/2016

Contract No.: Com. Agr. NM136754

COMMUNITIZATION AGREEMENT

Contract No.<u>NM136754</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, authorized 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 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 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 agreement 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, and as depicted on "Exhibit "A".

S/2 of Section 1, Township 24 South, Range 28 East, Eddy County, New Mexico

containing **320 acres**, more or less, and this agreement shall include the **Wolfcamp Formation** underlying said lands and the, natural gas and associated liquid hydrocarbons, hereinafter referred to as "communitized substances," producible from such formations.

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 Commission.

4. Operator shall furnish the Secretary of the Interior, 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 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 each leasehold bears to the entire acreage committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State, or Fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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 communitized 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 operations, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as a commencement, completion, continued operations, 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. This agreement is effective August 2, 2016, upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if a shutin royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; 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 Commissioners, 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 during the period of nonproduction. The two-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. As to lands owned by the State of New Mexico, there shall be no cessation of more than twenty (20) consecutive days; provided, however, that 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 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, or his duly authorized representative.

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. 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 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 date and year first above written and have set opposite their respective names the date of execution.

EXHIBIT "A"

PLAT OF COMMUNITIZED AREA COVERING THE S/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

	×	5	
Tract 5: 40 acres Fee Leases	Tract 3: 40 acres BLM Unleased	Tract 2: 80 acres Fee Leases	Tract 1: 80 acres Fee Leases
Tract 6: 40 acres Fee Leases BHL	Tract 4: 40 acres BLM Lease NMNM 115410		SHL

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

OPERATOR:

Date: 8/2/16

Bv:

Craig N. Adams Title: Executive Vice President

Matador Production Company

Ce DRA

CORPORATE ACKNOWLEDGEMENT

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STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 2^{nd} day of August , 2016 by Craig N. Adams, Executive Vice President of Matador Production Company, a Texas corporation, on behalf of said corporation.

My Commission Expires: 8-6-2019



Sara M. Hactofield

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN COMMUNITIZATION AGREEMENT DATED AUGUST 2, 2016, COVERING THE S/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO

Tract 1:

Oil and Gas Lea	ase:
Effective Date:	October 22, 2013
Lessor:	Covert Trust dated 11/1/2010
Lessee:	Artesia Oil & Gas LLC
Recorded:	Book 942, page 554

Oil and Gas Lease:Effective Date:October 30, 2013Lessor:McCaw Properties LLCLessee:Artesia Oil & Gas LLCRecorded:Book 956, page 575

Working Interest Owner: MRC Permian Company: 100%

Tract 2:

Oil and Gas Lease:Effective Date:September 23, 2013Lessor:S. P. Johnson, III and Barbara Jo Johnson, Co-Trustees of the S. P.
Johnson, III and Barbara Jo Johnson Trust u/t/a January 24, 1985Lessee:Cogent Energy, Inc.Recorded:Book 951, page 542

Oil and Gas Lease:Effective Date:September 23, 2013Lessor:PJC Limited PartnershipLessee:Cogent Energy, Inc.Recorded:Book 951, page 547

Working Interest Owner: MRC Permian Company: 100%

Tract 3:

Unleased

Tract 4:

Oil and Gas Lea	ase:
Effective Date:	February 27, 2006
Lessor:	The United States of America
Lessee:	Featherstone Development Corporation
Recorded:	Unrecorded Federal Lease NMNM 115410

Working Interest Owner: MRC Permian Company:

Tract 5:

Oil and Gas Lea	
Effective Date:	
Lessor:	S. F. Williams and wife, Roxie L. Williams
Lessee:	L. D. Williams, Glen B. Williams, and James W. Williams
Recorded:	Book 82, page 192
Oil and Gas Le	ase:
Effective Date:	June 24, 1971
Lessor:	Joe H. Beeman and wife, Betty L. Beeman, Patricia Ann Beeman Allen and husband, Warren N. Allen, William B. Beeman and wife, Anita Beeman, Francis F. Beeman and wife, Bettye J. Beeman, and Michael Beeman and wife, Norma Beeman
Lessee:	L. D. Williams, Glen B. Williams, and James W. Williams
Recorded:	Book 82, page 195
Oil and Gas Lea	ase:
Effective Date:	
Lessor:	Wayne Cowden and wife, Ollie Cowden, Dick Morrison and wife, Grace
	Morrison, Earl S. Grear and wife, Beulah E. Grear, formerly known as Beulah E. Fry, Martin E. Ashcraft and wife, Dora R. Ashcraft, A. R. Treat and wife, Sally K. Treat, and Donald Watson and wife, Marilyn Watson
Lessee:	L. D. Williams, Glen B. Williams, and James W. Williams
Recorded:	Book 82, page 567
Oil and Gas Lea	ase:
Effective Date:	August 2, 1971
Lessor:	Ernest A. Hanson and wife, Beulah Hanson, Daniel L. Hannifin and wife,
	Barbara E. Hannifin, Joyce E. Hannifin, and Vega L. Stovall
-	

100%

Lessee: L. D. Williams, Glen B. Williams, and James W. Williams

Recorded: Book 82, page 198

Oil and Gas Lease:Effective Date:October 7, 1971Lessor:Dorothy LeeLessee:L. D. Williams, Glen B. Williams, and James W. WilliamsRecorded:Book 82, page 570

Oil and Gas Lease:Effective Date:October 7, 1971Lessor:A. S. Blauw and wife, June BlauwLessee:L. D. Williams, Glen B. Williams, and James W. WilliamsRecorded:Book 82, page 573

Oil and Gas Lease:

Effective Date:October 21, 1971Lessor:George W. LittlefieldLessee:L. D. Williams, Glen B. Williams, and James W. WilliamsRecorded:Book 82, page 576

Working Interest Owner:	Devon Energy Production Company L.P.:	55.5705%
-	Fortson Oil Company:	20.8393%
	AWM Management Trust	13.8928%
	Benco Energy Inc.	03.4732%
	Burtex Investments II LP	03.4732%
	Spiral, Inc.:	02.7510%

<u>Tract 6:</u>

Oil and Gas Lease:Effective Date:February 9, 2016Lessor:Pardue Limited CompanyLessee:Featherstone Development CorporationRecorded:Book 1052, page 877

Oil and Gas Lease:

Effective Date:September 2, 2013Lessor:Guitar Holding Company, LPLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 951, page 537, re-corded Book 956, page 17

Oil and Gas Lease:

Effective Date:February 18, 2014Lessor:Pressley Hudson GuitarLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 970, page 475

Oil and Gas Lease:

Effective Date:September 5, 2013Lessor:Virginia N. Hoff, Trustee of the Virginia N. Hoff Management TrustLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 953, page 669

Oil and Gas Lease: Effective Date: October 21, 2013

Lessor:John Guitar Witherspoon, Jr.Lessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 956, page 744Oil and Gas Lease:Effective Date:September 5, 2013Lessor:Brett Guitar WitherspoonLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 953, page 668

Oil and Gas Lease:

Effective Date:November 27, 2013Lessor:Repps B. Guitar, Jr. EstateLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 961, page 776

Oil and Gas Lease:

Effective Date:August 30, 2013Lessor:Gayle N. Nicolay, as Trustee of the Gayle N. Nicolay Revocable TrustLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 951, page 541

Oil and Gas Lease:

Effective Date:September 25, 2013Lessor:Guy P. Witherspoon, IIILessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 956, page 15

Oil and Gas Lease:

Effective Date:October 21, 2013Lessor:Whitten Guitar WitherspoonLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 956, page 13

Oil and Gas Lease:

Effective Date:November 22, 2013Lessor:John Guitar, III EstateLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 962, page 533

Oil and Gas Lease:

Effective Date:September 19, 2013Lessor:Wende Witherspoon MorganLessee:Cogent Energy Inc., Defined Benefit PlanRecorded:Book 953, page 671

Working Interest Owner:	MRC Permian Company:	50.00%
	RSC Resources, LP:	42.00%
	Horned Frog Oil and Gas, LP:	7.12%

BucJag Investments, LLC	00.80%
Amy Flores	00.04%
Marty A. Young	00.04%
RECAPITULATION	

Tract No.	Acreage Committed	Percentage of Interest
Tract 1	80 acres	25%
Tract 2	80 acres	25%
Tract 3	40 acres	12.5%
Tract 4	40 acres	12.5%
Tract 5	40 acres	12.5%
Tract 6	40 acres	12.5%
Total:	320 acres	100%

NM State Land Office Oil, Gas, & Minerals Division STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

ONLINE Version COMMUNITIZATION AGREEMENT

Contract No. Well Name: E/2 Ray State Com – Wolfcamp

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," W I T N E S S E T H:

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 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 E/2 of Section 25 & the E/2 of Section 36

Sect 25&36, T 23S, R 28E, NMPM Eddy

County NM

containing <u>640</u> acres, more or less, and this agreement shall include only the

<u>Wolfcamp</u> formation underlying said lands and the <u>hydrocarbons</u> (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 July __Month__17th Day, 2019 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 duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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 the capability 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.

State/Fed/Fee

- 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: <u>Craig N. Adams – Executive Vice President</u> Name & Title of Authorized Agent

Signature of Authorized Agent

ACKNOWLEDGEMENT

§

§

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on ______, 2019, by Craig N. Adams, as Executive Vice President, for Matador Production Company on behalf of said corporation.

Signature

Name (Print) My commission expires______

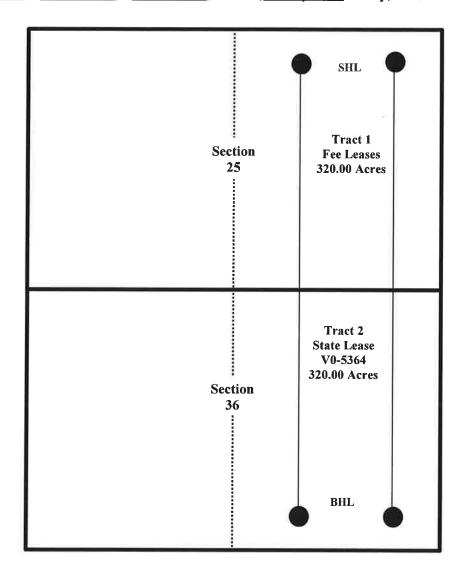
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Ву:	
Print Name	
Date:	
Acknowledgment in an	Individual Capacity
State of)	
County of) ^{\$\$)}	
This instrument was acknowledged before me on	1)
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Rer	
Acknowledgment in a Rep	
State of)	
State of) County of) ^{S S)}	presentative Capacity
State of) County of) ^{S S)} This instrument was acknowledged before me on	presentative Capacity
State of) County of) ^{S S)} This instrument was acknowledged before me on	presentative Capacity
State of) County of) ^{S S)} This instrument was acknowledged before me on	DATE
State of) County of) ^{S S)} This instrument was acknowledged before me on By Name(s) of Person(s)	DATE
State of) County of) ^{S S)} This instrument was acknowledged before me on By Name(s) of Person(s)	DATE
State of) County of) ^{S S)} This instrument was acknowledged before me on By Name(s) of Person(s) asof	DATE
State of) County of) ^{S S)} This instrument was acknowledged before me on By Name(s) of Person(s) asof	DATE
State of) County of) ^{S S)} This instrument was acknowledged before me on By Name(s) of Person(s) asof	DATE

EXHIBIT A

To Communitization Agreement dated July 17 , 2019

Plat of communitized area covering the: Subdivisions <u>E/2 of Section 25 & the E/2 of Section 36 of</u> Sect. <u>25 & 36</u>, T <u>23S</u>, R <u>28E</u>, NMPM, <u>Eddy</u> <u>County</u>, NM.



	To Com	munitization	EXHIBIT B Agreement dated July 31	20 <u>19_</u> , em	bracing the
Subdivisions	E/2 SE/4 of S	ection 4 & E/2	2 E/2 of Section 9		
of Section 4 & 9	, T238	_, R <u>35E</u>	, N.M.P.M., Lea		_County, NM
Operator ofComm	unitized Area:	<u>Matador Pro</u>	oduction Company		
TRACT NO. 1		DESCRIPT	FION OF LEASES COMMITTI	<u>2</u> D	
Lease Serial No.: <u>F</u>	ee Leases				

Lease Date:	
Lease Term:	
Lessor:	
Original Lessee:	
Present Lessee:	
Description of Land Committed: Subdivisions_E/2 of Section 25	
Sect_25_, Twp_23S_, Rng_28ENMPM, Eddy	County, NM
Number of Acres:	
Royalty Rate:	
Name and Percent ORRI Owners:	
Name and Percent WIOwners:	

TRACT NO. 2

Lease Serial No.:	<u>V0-5364</u>	
Lease Date:	4/1/1971	
Lease Term:		
Lessor:	State of New Mexico	
Original Lessee:	LD Williams and Glen B. Williams	
Present Lessee:	Read & Stevens, Inc	
Description of La	nd Committed: Subdivisions <u>E/2 of Section 36</u>	,
Sect 36, Twj	County, NM	
Number of Acres	<u>320.00</u>	
Royalty Rate:		
Name and Percen	t ORRI Owners:	
Name and Percen	t WIOwners:	

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	320	50.00%
Tract No.2	320	50.00%
Tract No.3		
Tract No.4		