RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD DIV	SION USE ONLY	
	- Geologi	CO OIL CONSERVA cal & Engineering ancis Drive, Santa	Bureau -	PODERATOR DE
THIS CF	IECKLIST IS MANDATORY FOR A	RATIVE APPLICATION LL ADMINISTRATIVE APPLICATION CQUIRE PROCESSING AT THE DESCRIPTION COURTER OF THE PROCESSING AT THE DESCRIPTION COURTE OF THE PROCESSING AT THE DESCRIPTION COURTER OF THE PROCESSING	IONS FOR EXCEPTIONS TO DIV	ISION RULES AND
Applicant:			OGRID N Δρι·	umber:
Pool:			Pool Cod	le:
SUBMIT ACCURA	TE AND COMPLETE INI	FORMATION REQUIR INDICATED BELO		TYPE OF APPLICATION
	EATION: Check those - Spacing Unit – Simuli SL			
[1]Comm [11]Inject	e only for [1] or [11] ningling – Storage – M DHC ©CTB ©P ion – Disposal – Pressu WFX ©PMX ©S'	LC □PC □OI ure Increase - Enha	nced Oil Recovery	
A. Offset of Royalty C. Application D. Notification E. Notification F. Surface G. For all of	REQUIRED TO: Check operators or lease hole, overriding royalty or ation requires published tion and/or concurrent of the above, proof of the equired	ders wners, revenue owr ed notice ent approval by SLC ent approval by BLN	L M	FOR OCD ONLY Notice Complete Application Content Complete , and/or,
administrative a understand that	I hereby certify that approval is accurate at no action will be tale submitted to the Div	and complete to th ken on this applicat	e best of my knowle	edge. I also
Not	e: Statement must be comple	eted by an individual with r	managerial and/or superviso	ory capacity.
			Date	
Print or Type Name				
Palit	hlm		Phone Number	
Signature			e-mail Address	



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

January 27, 2023

VIA ONLINE FILING

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

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of the E/2 of Sections 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands")

Dear Mr. Fuge:

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

- (a) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] currently dedicated to the **Pony Express Fed Com #505H** (API. No. 30-025-48940) and **Pony Express Fed Com #604H** (API. No. 30-025-48942);
- (b) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] currently dedicated to the **Pony Express Fed Com #504H** (API. No. 30-025-49049) and **Pony Express Fed Com #603H** (API. No. 30-025-49051); and
- (c) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools connected to the Pony Express East Tank Battery with notice provided only to the interest owners whose interest in the production is to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Pony Express East Tank Battery** located in the NW/4 NE/4 (Unit B) of Section 16. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.



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

Exhibit 1 is a land plat showing Matador's current development plan, flow lines, well pads, and central tank battery ("Facility Pad") in the subject area. The plat also identifies the wellbores (including surface/bottomhole locations) and lease/spacing unit boundaries.

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

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

Exhibit 4 includes relevant communitization agreements.

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

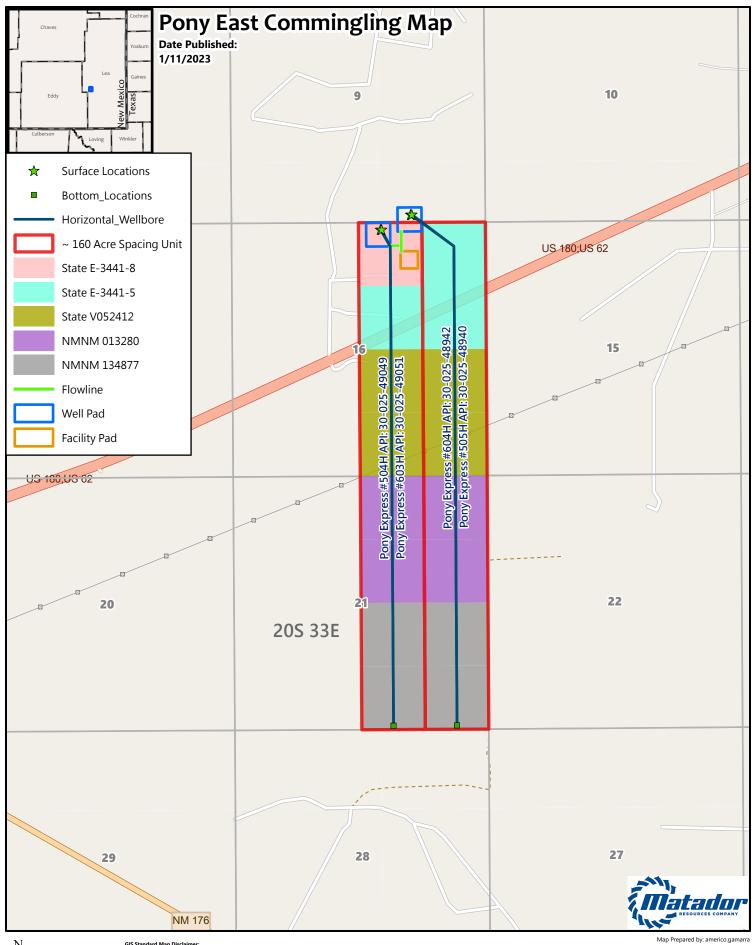
Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

Paula M. Vance

ATTORNEY FOR MATADOR PRODUCTION

COMPANY



Si Standard Map Disclaimer:
This catesquire product is let information approxime and my not have been prepared for, or the suitable of largius and my not have been prepared for, or the suitable for largiu engineering or aniversity purposes. Used or the information for all order order order order and primary data and information sources to advantant the walkflay of the information.

Feed

1:24,000

1 inch equals 2,000 feet

Map Prepared by: americo.gamarra
Date: January 11, 2023
Project: \\gis\UserData\agamarra\-temp\20221215 Pony East Commingling Map\Pony East Commingling Amory
Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 Feet
Sources: IHS, ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department,
Texas Cooperative Wildlife Collection, Texas A&M University;
United States Census Bureau [TIGER];

Matador Production Company

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

Klint Franz Production Engineer

December 12, 2022

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

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) gas and oil production from the spacing units comprised of the E/2 of Sections 16 and 21, of Township 20 South, Range 33 East, NMPM, Lea County, New Mexico.

To Whom This May Concern,

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

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

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

EXHIBIT 2

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. Delek has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

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

Very truly yours,

MATADOR PRODUCTION COMPANY

Klint Franz

Production Engineer

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u>

811 S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410 District IV

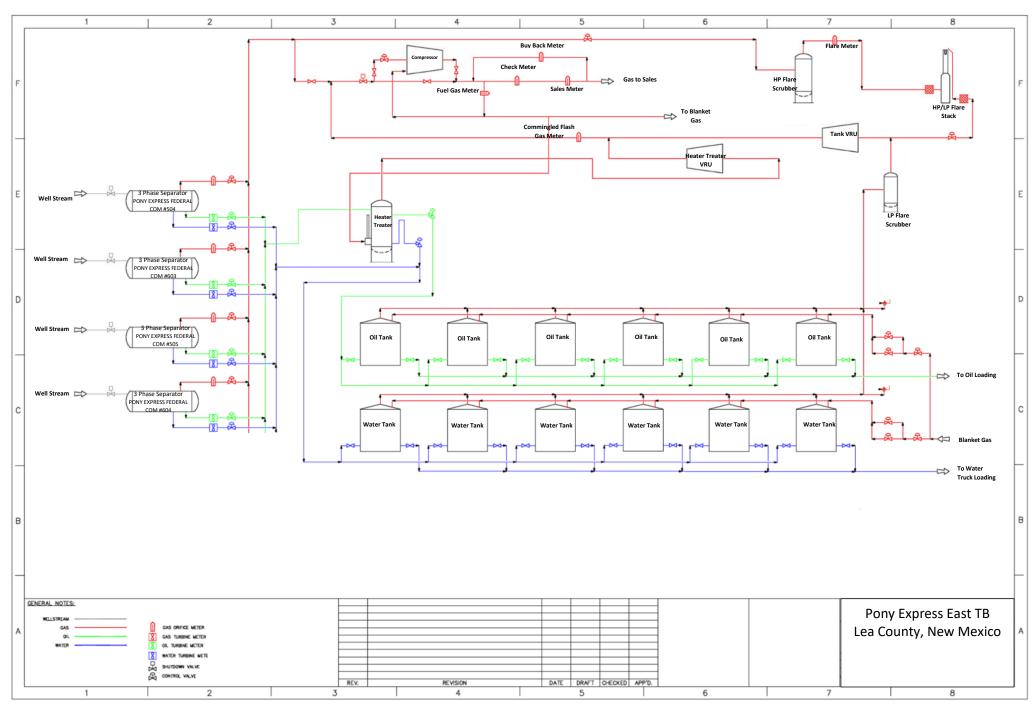
1220 S. St Francis Dr, Santa Fe, NM 87505 State of New Mexico
Energy, Minerals and Natural Resources Department

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.

APPLICA	TION FOR SU	IRFACE COM	<u> IMINGLING (DIVE</u>	RSE OWNERSHIP)
OPERATOR NAME:	Matador Productio	n Company			**
OPERATOR ADDRESS:	5400 LBJ Freeway	Tower 1 Suite 15	00 Dallas, TX 75240		
APPLICATION TYPE:					
☐Pool Commingling ☐Lease C	ommingling Pool	and Lease Comming	ling Off-Lease Storage and	Measurement (Only if not Sur	rface Commingled)
LEASE TYPE:	State				
Is this an Amendment to exist	ing Order? Yes	s ⊠No If "Yes"	", please include the approp	riate Order No.	
Have the Bureau of Land Mar	agement (BLM) ar	nd State Land office	ce (SLO) been notified in wi	riting of the proposed cor	nmingling
⊠Yes □No					
	Please		OMMINGLING the following information	1	
		Gravities / BTU of	a l l l l l l l l l l l l l l l l l l l		
(1) Pool Names and Codes	1	Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
(2) Are any wells producing at	top allowables?	Yes □No			
(3) Has all interest owners beer			d commingling?	□No.	
(4) Measurement type: Measurem	etering Other (S	Specify)	lo If "yes", describe why com	mingling should be approve	vd.
(5) Will commingling decrease	the value of producti	.o.i.: [1es1	to 11 yes, describe why com	mingring should be approve	ď
4					
	ъ.		OMMINGLING		
(1) Pool Name and Code- [963]			n the following information	1	
(1) Pool Name and Code- [9639](2) Is all production from same		⊠Yes □No			
(3) Has all interest owners been			commingling? \(\sum Yes	□No	
(4) Measurement type: Measurement	ering	pecify)			
			ASE COMMINGLING the following information	1	
(1) Complete Sections A and E					
	(D) OFF	I FASE STODA	AGE and MEASUREM	FNT	
			th the following information		
(1) Is all production from same					
(2) Include proof of notice to al	l interest owners.				
			ATION (for all applicat		
			the following information	1	
(1) A schematic diagram of fac			Include lease numbers if Federa	al or State lands are involved	1
(2) A plat with lease boundaries(3) Lease Names, Lease and W	-		merade rease numbers in redera	ii oi state iands are nivoived	9
I hereby certify that the information		complete to the best of	of my knowledge and belief.		1.0 / 0
SIGNATURE: Klut Jran	7	TITLE:	Production Engineer	DATE: <u>17</u>	1/12/2022
TYPE OR PRINT NAME KI	int Franz		TELEPHO	ONE NO.:_ (972) 371-5200	
E-MAIL ADDRESS: klint.franz	@matadorresources.	com			



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

For: Matador Production Company

One Lincoln Centre

5400 LBJ Freeway, Suite 1500

Dallas, Texas 75240

Sample: Jeff Hart State COM No. 134H

First Stage Separator Gas

Spot Gas Sample @ 270 psig & 133 °F

Date Sampled: 09/01/2019 Job Number: 193060.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPN
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.486	
Carbon Dioxide	0.242	
Methane	75.950	
Ethane	11.689	3.201
Propane	5.967	1.683
Isobutane	0.694	0.233
n-Butane	1.825	0.589
2-2 Dimethylpropane	0.006	0.002
Isopentane	0.438	0.164
n-Pentane	0.461	0.171
Hexanes	0.445	0.188
Heptanes Plus	<u>0.797</u>	<u>0.317</u>
Totals	100.000	6.549

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity	3.292	(Air=1)
Molecular Weight	94.94	
Gross Heating Value	4947	BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity	0.766	(Air=1)
Compressibility (Z)	0.9958	
Molecular Weight	22.10	
Gross Heating Value		
Dry Basis	1337	BTU/CF
Saturated Basis	1314	BTU/CF

^{*}Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)

Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) D. Field Certified: FESCO, Ltd. - Alice, Texas

Analyst: NG Processor: RG Cylinder ID: T-4498



David Dannhaus 361-661-7015

Job Number: 193060.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286 TOTAL REPORT

COMPONENT	MOL %	GPM		WT %
Hydrogen Sulfide*	< 0.001			< 0.001
Nitrogen	1.486			1.884
Carbon Dioxide	0.242			0.482
Methane	75.950			55.134
Ethane	11.689	3.201		15.904
Propane	5.967	1.683		11.906
Isobutane	0.694	0.233		1.825
n-Butane	1.825	0.589		4.800
2,2 Dimethylpropane	0.006	0.002		0.020
Isopentane	0.438	0.164		1.430
n-Pentane	0.461	0.171		1.505
2,2 Dimethylbutane	0.004	0.002		0.016
Cyclopentane	0.067	0.029		0.213
2,3 Dimethylbutane	0.000	0.000		0.000
2 Methylpentane	0.132	0.056		0.515
3 Methylpentane	0.079	0.033		0.308
n-Hexane	0.163	0.069		0.636
Methylcyclopentane	0.088	0.031		0.335
Benzene	0.100	0.029		0.353
Cyclohexane	0.138	0.048		0.525
2-Methylhexane	0.021	0.010		0.095
3-Methylhexane	0.028	0.013		0.127
2,2,4 Trimethylpentane	0.000	0.000		0.000
Other C7's	0.070	0.031		0.314
n-Heptane	0.048	0.023		0.218
Methylcyclohexane	0.088	0.036		0.391
Toluene	0.070	0.024		0.292
Other C8's	0.063	0.030		0.314
n-Octane	0.018	0.009		0.093
Ethylbenzene	0.007	0.003		0.034
M & P Xylenes	0.010	0.004		0.048
O-Xylene	0.003	0.001		0.014
Other C9's	0.024	0.012		0.137
n-Nonane	0.005	0.003		0.029
Other C10's	0.011	0.007		0.070
n-Decane	0.002	0.001		0.013
Undecanes (11)	0.003	0.002		0.020
Totals	100.000	6.549		100.000
Computed Real Charac	teristics of Total Sample			
		0.766	(Air=1)	
		0.9958	• •	
		22.10		
Gross Heating Value				
5 5		400-	DT11/0-	

Dry Basis ------ 1337 BTU/CF Saturated Basis ------ 1314 BTU/CF

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

Sample: Jeff Hart State COM No. 134H First Stage Separator Gas

Spot Gas Sample @ 270 psig & 133 °F

Date Sampled: 09/01/2019 Job Number: 193060.001

GLYCALC FORMAT

COMPONENT	MOL%	GPM	Wt %
Carbon Dioxide	0.242		0.482
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.486		1.884
Methane	75.950		55.134
Ethane	11.689	3.201	15.904
Propane	5.967	1.683	11.906
Isobutane	0.694	0.233	1.825
n-Butane	1.831	0.592	4.820
Isopentane	0.438	0.164	1.430
n-Pentane	0.461	0.171	1.505
Cyclopentane	0.067	0.029	0.213
n-Hexane	0.163	0.069	0.636
Cyclohexane	0.138	0.048	0.525
Other C6's	0.215	0.091	0.839
Heptanes	0.255	0.108	1.089
Methylcyclohexane	0.088	0.036	0.391
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.100	0.029	0.353
Toluene	0.070	0.024	0.292
Ethylbenzene	0.007	0.003	0.034
Xylenes	0.013	0.005	0.062
Octanes Plus	<u>0.126</u>	<u>0.065</u>	<u>0.676</u>
Totals	100.000	6.549	100.000

Real Characteristics Of Octanes Plus:

Specific Gravity	4.118	(Air=1)
Molecular Weight	118.77	
Gross Heating Value	6270	BTU/CF

Real Characteristics Of Total Sample:

Specific Gravity	0.766	(Air=1)	
Compressibility (Z)	0.9958		
Molecular Weight	22.10		
Gross Heating Value			
Dry Basis	1337	BTU/CF	
Saturated Basis	1314	BTU/CF	

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

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

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

☐ AMENDED REPORT

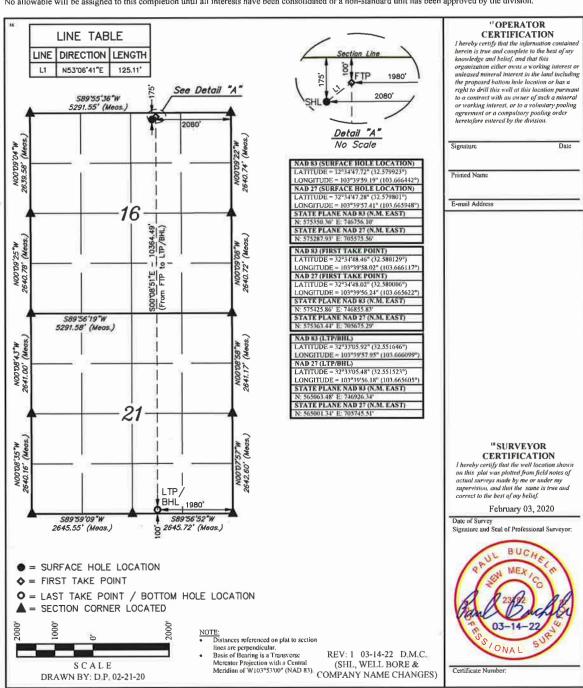
WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	94399	Teas:	Bone	Spring	
Property Code	⁵ Property Name PONY EXPRESS FEI	COM			4 Well Number 504H
10GRID No.	* Operator Name MATADOR RESOURCES	COMPANY			9 Elevation 3542 0'

Surface Location Township 20S Range 33E ect from the 175 Feet from the East/West line County LEA NORTH 2080 EAST B 16

"Bottom Hole Location If Different From Surface ownship 20S Range 33E North/South lin Feet from the East/West line 100 SOUTH 1980 LEA EAST 0 320

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



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

Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

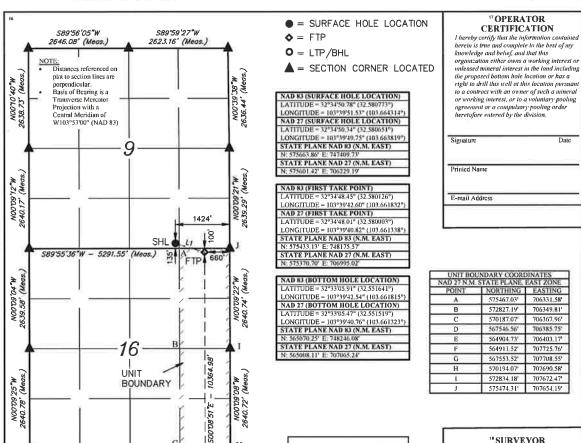
S	Tees: Bone Spring	96399	API Number
6 Well Number 505H	erty Name RESS FED COM		*Property Code
⁹ Elevation 3544_4'	ator Name DUCTION COMPANY		7 OGRID No. 2 2 99 3 7
		MATADOR PRODU	228937

"Surface Location									
UL or lot no.	Section 9	Township 20S	Range 33E	Lot Idn	Feet from the 135	North/South line SOUTH	Feet from the 1424	East/West line EAST	County LEA

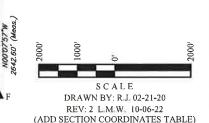
"Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	21	20S	33E		100	SOUTH	660	EAST	LEA
12 Dedicated Acre 320	a 10 10	oint or Infill	14 Const	olidation Code	15 Order No.				

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



LINE TABLE									
LINE	DIRECTION	LENGTH							
L1	S72'59'30"E	799.99'							
L2	SB9*56'52"W	2645,72'							



18 SURVEYOR CERTIFICATION

EASTING

706331.58

706349.81

706367,961

706385.75

706403.17

707725.76

707708.55 707690,58'

707672,471

707654.19

LEKTIFICATION

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

February 02, 2020

Date of Survey Signature and Seal of Professional Surveyor:



Certificate Number

S89'59'09"W

NOO'08'43"W 2641.00' (Meas.)

NOO'08'35"W 2640.16' (Meas.)

\$89'56'19"W - 5291.58' (Meas.

LTP/BHL

8

E

District 1
162.5 N, French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District 11
811 S, First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District 111
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District 117
1220 S, St. Francis Dr., Santa Fe, NM 8755
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	WEED ECCHIIONAND	A CICE RGE DEDICATION FEAT
API Number	96399	Teas: Bone Soring
4 Property Code		PRESS FED COM 603H
2 2 8 9 3 7		Parator Name SOURCES COMPANY S

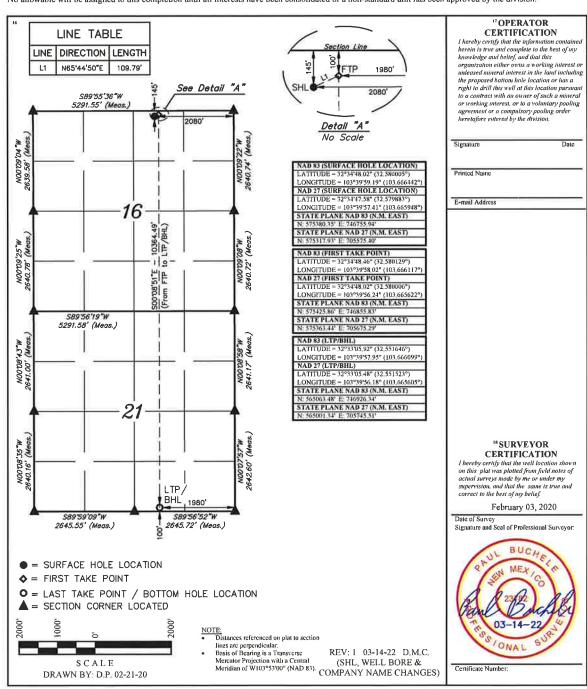
¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
В	16	208	33Ē		145	NORTH	2080	EAST	LEA

"Bottom Hole Location If Different From Surface

ĺ	UL or lot no.	Section 21	Township 20S	Range 33E	Lot Idn	Feet from the 100	North/South line SOUTH	Feet from the 1980	East/West line EAST	County LEA	
	12 Dedicated Acre 320	8 1	Joint or Infill	14 Conse	olidation Code	15 Order No.					

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



District 1 1625 N. French Dr., Hobbs, NM 88240 Plione; (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 811 S, EHSI SH, ARGSIA, INIV 30210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505

Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

■ AMENDED REPORT

Date

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	9 6399	Teas: Bone Spring	
4 Property Code		Property Name XPRESS FED COM	⁶ Well Number 604H
7 OGRID No. 7 Z 8 9 3 7	MATADOR PI	9 Elevation 3544_7'	

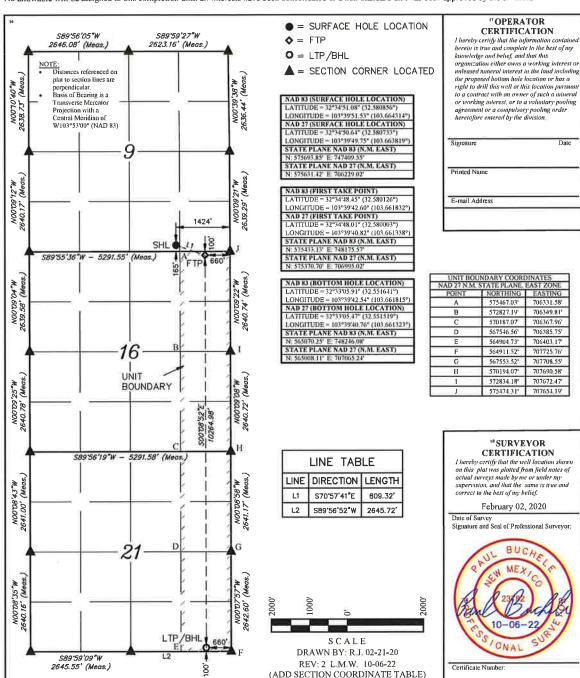
Surface Location

UL or lot no.	Section 9	Township 20S	Range 33E	Lot Idn	Feet from the 165	North/South line SOUTH	Feet from the 1424	East/West line EAST	County LEA
	,	205	220		105	BOOTH	7121	Di to i	DEST

"Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
P	21	20S	33E		100	SOUTH	660	EAST	LEA	
12 Dedicated Acre 320	ns ns Jo	oint or Infill	14 Conso	lidation Code	15 Order No.					

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



Federal Communitization Agreement

Contract No.							

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

WITNESSETH:

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

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

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

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

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

W2E2 Sections 16 & 21, Township 20S, Range 33E, Lea County, New Mexico.

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

EXHIBIT 4

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

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

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

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

- parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator: Matador Production Compa	<u>nny</u>
Signature of Authorized Agent	_
By: Craig N. Adams Executive Vice Presider Name & Title of Authorized Agent	<u>nt</u>
Date:	
ACKNO	WLEDGEMENT
STATE OF TEXAS)	
COUNTY OF DALLAS)	
	22, before me, a Notary Public for the State of dams, known to me to be the Executive Vice rany, the corporation that executed the foregoing ch corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC :	Permian Company	
By:		
	Craig N. Adams Executive Vice	President
Date:		
	ACKNO	OWLEDGEMENT
STAT	E OF TEXAS)	
COUN	VTY OF DALLAS)	
Preside	ent of MRC Permian Company,	O22, before me, a Notary Public for the State of Adams, known to me to be the Executive Vice the corporation that executed the foregoing ach corporation executed the same.
(SEAL	۵)	
My Co	ommission Expires	Notary Public

SELF	CERTIFICATION	STATEMENT	FOR	COMMUNITIZATION	AGREEMENT
WORK	ING INTEREST				

COMMUNITIZATION	AGREEMENT:	

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

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

NAME:

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President
Phone number: (972)-371-5200

EXHIBIT "A"

Plat of communitized area covering W2E2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.

Pony Express Fed Com #603H

Section 16	Tract 1 State Lease E-3441-8 40.00 Acres Tract 2 State Lease E-3441-5 40.00 Acres Tract 3 State Lease V0-52412 80.00 Acres	
Section 21	Tract 4 Fed Lease NMNM- 013280 80.00 Acres	
	Tract 5 Fed Lease NMNM- 134877 80.00 Acres	

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the W2E2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: State of New Mexico – E0-3441-8

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: NW/4NE/4

Number of Acres: 40.00

Current Lessee of Record: Chevron USA Inc

Name of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: State of New Mexico – E0-3441-5

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: SW/4NE/4

Number of Acres: 40.00

Current Lessee of Record: Snyder Ranches Inc

Name of Working Interest Owners: MRC Permian Company

Tract No. 3

Lease Serial Number: State of New Mexico – V0-52412

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: W/2SE/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name of Working Interest Owners: Devon Energy Production Company, LP

Tract No. 4

Lease Serial Number: NMNM-013280

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: W/2NE/4

Number of Acres: 80.00

Current Lessee of Record: ConocoPhillips Company

COG Operating, LLC

Sun Exploration and Production Company

Name of Working Interest Owners: ConocoPhillips Company

COG Operating, LLC

OXY USA WTP Limited Partnership

Tract No. 5

Lease Serial Number: NMNM-134877

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: W/2SE/4

Number of Acres: 80.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	40.00	12.50%
2	40.00	12.50%
3	80.00	25.00%
4	80.00	25.00%
5	80.00	25.00%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No.					

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

WITNESSETH:

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

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

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

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

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

E2E2 Sections 16 & 21, Township 20S, Range 33E, Lea County, New Mexico.

Containing **320.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

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

- parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination.</u> In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator: Matador Production Compa	<u>nny</u>
Signature of Authorized Agent	_
By: Craig N. Adams Executive Vice Presider Name & Title of Authorized Agent	<u>nt</u>
Date:	
ACKNO	WLEDGEMENT
STATE OF TEXAS)	
COUNTY OF DALLAS)	
	22, before me, a Notary Public for the State of dams, known to me to be the Executive Vice rany, the corporation that executed the foregoing ch corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC.	<u>Permian Company</u>	
By:		
Date:	Craig N. Adams Executive V	ce President
	ACK	NOWLEDGEMENT
	E OF TEXAS)	
COUN	NTY OF DALLAS)	
Texas, Preside	personally appeared Craig Nent of MRC Permian Compan	2022, before me, a Notary Public for the State of Adams, known to me to be the Executive Vice y, the corporation that executed the foregoing such corporation executed the same.
(SEAL	L)	
Mx.C	ommission Evgis-	Notony Duklia
wry CC	ommission Expires	Notary Public

SELF	CERTIFICATION	STATEMENT	FOR	COMMUNITIZATION	AGREEMENT
WORK	ING INTEREST				

COMMUNITIZATION	AGREEMENT:	

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

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

NAME:

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President
Phone number: (972)-371-5200

EXHIBIT "A"

Plat of communitized area covering **E2E2 of Sections 16 & 21, Township 20 South, Range 33**East, Lea County, New Mexico.

Pony Express Fed Com #604H

Section 16	Tract 1 State Lease E-3441-5 80.00 Acres
	Tract 2 State Lease V0-52412 80.00 Acres
Section 21	Tract 3 Fed Lease NMNM- 013280 80.00 Acres
	Actes

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the E2E2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: State of New Mexico – E0-3441-5

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: E/2NE/4

Number of Acres: 80.00

Current Lessee of Record: Snyder Ranches Inc

Name of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: State of New Mexico – V0-52412

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: E/2SE/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name of Working Interest Owners: Devon Energy Production Company, LP

Tract No. 3

Lease Serial Number: NMNM-013280

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: E/2NE/4

Number of Acres: 80.00

Current Lessee of Record: ConocoPhillips Company

COG Operating, LLC

Sun Exploration and Production Company

Name of Working Interest Owners: ConocoPhillips Company

COG Operating, LLC

OXY USA WTP Limited Partnership

Tract No. 4

Lease Serial Number: NMNM-134877

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: E/2SE/4

Number of Acres: 80.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area	
1	80.00	25.00%	
2	80.00	25.00%	
3	80.00	25.00%	
4	80.00	25.00%	
Total	320.00	100.00%	

NM State Land Office Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025-49051

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

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

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

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

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

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

1. The lands covered by this agreement (herematter referred to as communitized area) are described as follows.
Subdivisions W2E2 ,
Sect(s) 16&21 , T 20S , R 33E , NMPM Lea County, NM
containing 320.00 acres, more or less, and this agreement shall include only the
Bone Spring Formation or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

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

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August Month 1 Day, 2022 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 from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the 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

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

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

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Operator: <u>Matador Production Company</u>	
By: Craig N. Adams – Executive Vice President Name & Title of Authorized Agent	<u>t</u>
Signature of Authorized Agent	
ACKNOWI	LEDGEMENT
STATE OF <u>TEXAS</u>)	§
COUNTY OF <u>DALLAS</u>)	§
This instrument was acknowledged before Adams, as Executive Vice President for Macorporation.	e me on, 2022, by Craig N. atador Production Company, on behalf of said
	Signature
	Name (Print) My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC Permian Company		
By:		
Print Name		
Date:		
Acknowledgn	nent in a Representative Capacity	
STATE OF <u>TEXAS</u>)	§	
COUNTY OF <u>DALLAS</u>)	§	
This instrument was acknowledge Adams, as Executive Vice President, for	ed before me on, or MRC Permian Company on behalf of	, 2022, by Craig N. f said corporation.
	Signature	
	Name (Print) My commission expires	

EXHIBIT "A"

Plat of communitized area covering W2E2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.

Pony Express Fed Com #603H

Section 16	Tract 1 State Lease E-3441-8 40.00 Acres Tract 2 State Lease E-3441-5 40.00 Acres Tract 3	
	State Lease V0-52412 80.00 Acres	
Section 21	Tract 4 Fed Lease NMNM- 013280 80.00 Acres	
	Tract 5 Fed Lease NMNM- 134877 80.00 Acres	

State/Fed/Fee

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EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the W2E2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: E0-3441-8

State of New Mexico Lessor:

Lease Term: 5 Years

Lease Date: 4/10/1950

1/8th **Royalty Rate:**

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: NW/4NE/4

Number of Acres: 40.00

Current Lessee of Record: Chevron USA Inc

Name of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: E0-3441-5

Lessor: State of New Mexico

Lease Term: 5 Years

Lease Date: 4/10/1950

1/8th **Royalty Rate:**

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: SW/4NE/4

Number of Acres: 40.00

Current Lessee of Record: Snyder Ranches Inc

Name of Working Interest Owners: MRC Permian Company Tract No. 3

Lease Serial Number: V0-52412

Lessor: State of New Mexico

Lease Term: 5 Years

Lease Date: 2/1/1998

Royalty Rate: 1/6th

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: W/2SE/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name of Working Interest Owners: Devon Energy Production Company, LP

Tract No. 4

Lease Serial Number: NMNM-013280

Lessor Bureau of Land Management

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: W/2NE/4

Number of Acres: 80.00

Current Lessee of Record: ConocoPhillips Company

COG Operating, LLC

Sun Exploration and Production Company

Name of Working Interest Owners: ConocoPhillips Company

COG Operating, LLC

OXY USA WTP Limited Partnership

Tract No. 5

Lease Serial Number: NMNM-134877

Lessor: Bureau of Land Management

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: W/2SE/4

Number of Acres: 80.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area	
1	40.00	12.50%	
2	40.00	12.50%	
3	80.00	25.00%	
4	80.00	25.00%	
5	80.00	25.00%	
Total	320.00	100.00%	

NM State Land Office Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025-48942

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

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

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

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

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

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

1. The lands covered by this agreement (heremater referred to as communicated area.) are described	ibed as follows.
Subdivisions E2E2	
Sect(s) 16&21 , T_20S , R_33E , NMPM_Lea	_County, NM
containing 320.00 acres, more or less, and this agreement shall include only t	he
Bone Spring Formation or pool, underlying said lands and the oil and gas	
(hereinafter referred to as "communitized substances") producible from such formation.	

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

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August Month 1 Day, 2022 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 from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the 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

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

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

Operator: <u>Matador Production Company</u>	
By: Craig N. Adams – Executive Vice President Name & Title of Authorized Agent	
Signature of Authorized Agent	
ACKNOWLE	EDGEMENT
STATE OF <u>TEXAS</u>)	§
COUNTY OF <u>DALLAS</u>)	§
This instrument was acknowledged before readams, as Executive Vice President for Matacorporation.	me on, 2022, by Craig Nador Production Company, on behalf of said
	Signature
	Name (Print) My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

MRC Permian Company		
By:		
Print Name	_	
Date:		
Acknowledgm	ent in a Representative Capacity	
STATE OF <u>TEXAS</u>)	§	
COUNTY OF <u>DALLAS</u>)	§	
This instrument was acknowledged Adams, as Executive Vice President, for	l before me on MRC Permian Company on behalf o	, 2022, by Craig N. of said corporation.
	Signature	
	Name (Print) My commission expires	

EXHIBIT "A"

Plat of communitized area covering E2E2 of Sections 16 & 21, Township 20 South, Range 33 East, Lea County, New Mexico.

Pony Express Fed Com #604H

Section 16	Tract 1 State Lease E-3441-5 80.00 Acres Tract 2 State Lease V0-52412 80.00 Acres
Section 21	Tract 3 Fed Lease NMNM- 013280 80.00 Acres
	Tract 4 Fed Lease NMNM- 134877 80.00 Acres

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated August 1, 2022, embracing the following described land in the E2E2 of sections 16 and 21 of Township 20 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: E0-3441-5

Lessor: State of New Mexico

Lease Term: 5 Years

Lease Date: 4/10/1950

Royalty Rate: 1/8th

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: E/2NE/4

Number of Acres: 80.00

Current Lessee of Record: Snyder Ranches Inc

Name of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: V0-52412

Lessor: State of New Mexico

Lease Term: 5 Years

Lease Date: 2/1/1998

Royalty Rate: 1/6th

Description of Land Committed: Township 20 South, Range 33 East,

Section 16: E/2SE/4

Number of Acres: 80.00

Current Lessee of Record: Devon Energy Production Company, LP

Name of Working Interest Owners: Devon Energy Production Company, LP

Tract No. 3

Lease Serial Number: NMNM-013280

Lessor Bureau of Land Management

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: E/2NE/4

Number of Acres: 80.00

Current Lessee of Record: ConocoPhillips Company

COG Operating, LLC

Sun Exploration and Production Company

Name of Working Interest Owners: ConocoPhillips Company

COG Operating, LLC

OXY USA WTP Limited Partnership

Tract No. 4

Lease Serial Number: NMNM-134877

Lessor: Bureau of Land Management

Description of Land Committed: Township 20 South, Range 33 East,

Section 21: E/2SE/4

Number of Acres: 80.00

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: MRC Permian Company

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	80.00	25.00%
4	80.00	25.00%
Total	320.00	100.00%

State/Fed/Fee

E2 Pony Fed Com Express

Name	Address	City	State	ZIP
ConocoPhillips Company	600 W. Illinois Avenue	Midland	TX	79701
COG Operating LLC	600 W. Illinois Avenue	Midland	TX	79701
Devon Energy Production Company, LP	333 W. Sheridan Avenue	Oklahoma City	OK	73102
0, 1, 1,	333 W. Shehdan Avenue	Okianoma City	OK	73102
Occidental Petroleum				
(f/k/a Anadarko Petroleum) (f/k/a Kerr-McGee Corporation)				
(f/k/a Sun Operating Limited Partnership				
By Oryx Energy Company				
Its General Partner)	5 Greenway Plaza, Suite 110	Houston	TX	77046
Aimee Ducharme, as her separate property	6 Equality Park West	Newport	RI	02840
Alan Peters, whose marital status is unknown	P.O. Box 52002	Midland	TX	79701
Antonia Dean, a single woman	2381 Brother Abdon Way	Santa Fe	NM	87505
Avant Operating, LLC	1515 Wynkoop Street, Suite 700	Denver	CO	80202
Braille Institute of America, Inc.				
(c/o Bank of America, N.A., Agent)	P.O. Box 830308	Dallas	TX	75283
Burlington Resources Oil & Gas Company LP	600 W. Illinois Avenue	Midland	TX	79701
Carl A. Robinson Production, Ltd.	908 West Berry	Fort Worth	TX	76110
Catherine Joyce Coll	83 La Barbaria Trail	Santa Fe	NM	87505
Catherine Joyce-Coll, Trustee of the Trust for the				
benefit of Catherine Joyce-Coll	83 La Barbaria Trail	Santa Fe	NM	87505
Cecil Bond Kyte, a single man	P.O. Box 30864	Santa Barbara	CA	93130
Cecile Marie Dreessen, as her separate property	P.O. Box 1696	Poulsbo	WA	98370
Celeste Martley, as her separate property	663 Union Street	Portmouth	RI	02871
Claudia Neal Young, a married woman as her				
separate property	4140 North Apodaca Street	Hobbs	NM	88240
Daniel Rapkoch, as his separate property	900 W. Silver Street	Butte	MT	59701
Deborah S. Moore, as her separate property	P.O. Box 64756	Lubbock	TX	79764
Denise Crimmins, as her separate property	108 Riverview Ave.	Middletown	RI	02842
Diamond Lil Properties, LLC	P.O. Box 1818	Roswell	NM	88202
Edward T. Dreesseen, Jr., "Co-Trustee" of the				
Edward T. Dreeseen and Kathleen Dreessen Living Trust dated 6/13/2014				
c/o Edward T. Dressen, Jr.	P.O. Box 1390	Grants Pass	OR	97528
Eric D. Fein, whose marital status is unknown	16800 Dallas Parkway, Suite 105	Dallas	TX	75248
	10000 Dallas Farkway, Suite 103	Dallas	17	73240
Gilbert C. Wheat and Gertrude M. Wheat				
(C/O Wheat Company Trust, Margery M. Wheat Huyck and Richard J. Huyck, Trustees)	441 Baltusrol Drive	Aptos	CA	95003
Trayer and Menard V. Hayer, Trastees)	44 i Bailusioi Diive	Apios	CA	93003
Estate of James N. Coll				
John F. Coll, II	7335 Walla Walla	San Antonio	TX	78250
Eric J. Coll Clarke C. Coll	P.O. Box 1818 P.O. Box 1818	Roswell Roswell	NM NM	88202 88202
Melanie Coll DeTemple	5653 Tobias Avenue	Van Nuys	CA	91411
Max W. Coll, III	7625 El Centro Boulevard, Unit #2	Las Cruces	NM	88012
Etz Oil Properties, Ltd.	P.O. Box 73406	Phoenix	AZ	85050
George H. Etz, Jr., Trustee	1.0. Box 10400	THOUTIA	7.2	00000
(Now George H. Etz, III, Trustee)	1105 Xanthisma Avenue	McAllen	TX	78504
Higgins Trust, Inc.	1100 Administra Avenue	MOAIICH	TX.	70004
(now HTI Resources, Inc.)	P.O. Box 10690	Savannah	GA	31412
Ingrid Powell, Trustee of the C & I Powell Revocable				
Living Trust dated 6/16/1978	114 Las Brisas Drive	Monterey	CA	93940
Jack Erwin	6403 Sequoia Drive	Midland	TX	79707
Jennifer Deland, as her separate property	9951 Baker Lake Rd.	Minocqua	WI	54548-9128
Jennifer E. Deland and LeRoy E. DeLand Revocable				
Trust	9951 Baker Lake Rd.	Minocqua	WI	54548-9128
Jon Brickey	4821 Rangewood Court	Midland	TX	79707
Karen Irish f/k/a Karen Rapkoch, as her separate				
property	320 Old Hickory Blvd, Unit 711	Nashville	TN	37221
Keaton Brickey, whose marital status is unknown	5211 Preston Drive	Midland	TX	79707
Laura Neal Barbaree, a married woman as her	000 Attacas Dand	Iit	C 4	20015
separate property	623 Athens Road	Lexington	GA	30648
Marc Ducharme, as his separate property	7 Xavier Terrace	Newport	RI	02840
Mary Dupuis, as her separate property	3119 3rd. Ave So.	Great Falls	MT	59045
Max W. Coll, III, as his separate property	7625 El Centro, Unit #2	Las Cruces	NM	88012
Michael Rapkoch, as his separate property	1963 Patricia Lane	Billings	MT	59102
Michelle Deane, as her separate property	307 Highland Rd.	Tiverton	RI	02878
PEO Permian, LLC	16400 Dallas Parkway, Suite 400	Dallas	TX	75248
Republic National Bank of Dallas and C.R. Mallison,				
Trustees of the Selma E. Andrews Trust dated 5/8/1969	B O. Poy 920209	Dolloo	TV	75000
Russell J. Cox, whose marital status is unknown	P.O. Box 830308 703 Lake Meadows Drive	Dallas Rockwall	TX TX	75283 75087

EXHIBIT 5

Sabine Oil & Gas Corporation (FKA Forest Oil Corporation) (FKA The Wiser Oil Company)				
(FKA Southern Petroleum Exploration, Inc.)	1415 Louisiana Street, Suite 1600	Houston	TX	77002
Spirit Trail, LLC	P.O. Box 1818	Roswell	NM	88202
State of New Mexico	1220 South St. Francis Drive	Santa Fe	NM	87505
Thomas Rapkoch, as his separate property	2527 38th Avenue	San Francisco	CA	94116
United States of America Bureau of Land Management	1849 C Street NW	Washinton	DC	20240
Vince Holdings, LLC	P.O. Box 65318	Lubbock	TX	79464



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

January 25, 2023

CERTIFIED MAIL RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of the E/2 of Sections 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the "Lands")

Ladies and Gentlemen:

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

Kyle Perkins Matador Production Company (972) 371-5202 kperkins@matadorresources.com

Sincerely,

Paula M. Vance

ATTORNEY FOR MATADOR PRODUCTION

COMPANY

Parent		Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID 31309	Date 01/25/		ConocoPhillips	600 W Illinois		Midland	TX	79701-	Certified w/	94148118	73790 - MRC -
	2023		Company	Ave				4882			Pony Express East
			Journal of the second of the s						(Signature)	629070	CTB - Notice list -
									(* 6 * * * * *)		1
31309	01/25/		COG Operating	600 W Illinois		Midland	TX	79701-	Certified w/	94148118	73790 - MRC -
	2023		LLC	Ave				4882	Return Receipt	98765834	Pony Express East
									(Signature)	629452	CTB - Notice list -
											2
31309	01/25/		Devon Energy	333 W		Oklahoma	ОК	73102-	Certified w/	94148118	73790 - MRC -
	2023		Production	Sheridan Ave		City		5010	Return Receipt	98765834	Pony Express East
			Company, LP						(Signature)	629421	CTB - Notice list -
											3
31309	01/25/	Occidental	' '	5 Greenway	Operating Limited	Houston	TX	77046-	Certified w/		73790 - MRC -
	2023	Petroleumf/k/a	Corporationf/k/a	Plz Ste 110	PartnershipBy			0521	•		Pony Express East
		Anadarko	Sun		Oryx Energy Co				(Signature)	629490	CTB - Notice list -
		Petroleum									4
31309	01/25/		•	6 Equality Park		Newport	RI	02840-	Certified w/		73790 - MRC -
	2023		as her separate	W				2603	•		Pony Express East
			property						(Signature)	629438	CTB - Notice list -
24200	04 /25 /		Alexa Balana	DO D		n at all a seal	T)/	70740	Court d	0.44.404.40	5
31309	01/25/ 2023		Alan Peters, whose marital	PO Box 52002		Midland	TX	79710- 2002	Certified w/		73790 - MRC -
	2023							2002	-		Pony Express East
			status is unknown						(Signature)	629551	CTB - Notice list -
31309	01/25/		Antonia Dean, a	2381 Brother		Santa Fe	NM	87505-	Certified w/	94148118	73790 - MRC -
	2023		single woman	Abdon Way				5798	· ·		Pony Express East
				'''					(Signature)	629520	CTB - Notice list -
									(* 6 * * * * *)		7
31309	01/25/		Avant Operating,	1515 Wynkoop		Denver	СО	80202-	Certified w/	94148118	73790 - MRC -
	2023		LLC	St Ste 700				2062	Return Receipt	98765834	Pony Express East
									(Signature)	629506	CTB - Notice list -
											8

Parent		Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date										
31309	01/25/	Braille Institute of	·	PO Box 830308		Dallas	TX	75283-	Certified w/		73790 - MRC -
	2023	America, Inc.	America, N.A.,					0308			Pony Express East
			Agent						(Signature)	629544	CTB - Notice list -
											9
31309	01/25/		Burlington	600 W Illinois		Midland	TX	79701-	Certified w/		73790 - MRC -
	2023		Resources Oil &	Ave				4882	•		Pony Express East
			Gas Company LP						(Signature)	629537	CTB - Notice list -
											10
31309	01/25/		Carl A. Robinson	908 W Berry St		Fort Worth	TX	76110-	Certified w/	94148118	73790 - MRC -
	2023		Production, Ltd.					3506	Return Receipt	98765834	Pony Express East
									(Signature)	623214	CTB - Notice list -
											11
31309	01/25/		Catherine Joyce	83 La Barbaria		Santa Fe	NM	87505-	Certified w/		73790 - MRC -
	2023		Coll	Trl				9008	Return Receipt	98765834	Pony Express East
									(Signature)	623252	CTB - Notice list -
											12
31309	01/25/	Trust for the	Catherine Joyce-	83 La Barbaria		Santa Fe	NM	87505-	Certified w/	94148118	73790 - MRC -
	2023	benefit of	Coll, Trustee of	Trl				9008	Return Receipt	98765834	Pony Express East
		Catherine Joyce-	the						(Signature)	623221	CTB - Notice list -
		Coll									13
31309	01/25/		Cecil Bond Kyte, a	PO Box 30864		Santa	CA	93130-	Certified w/	94148118	73790 - MRC -
	2023		single man			Barbara		0864	Return Receipt	98765834	Pony Express East
									(Signature)	623207	CTB - Notice list -
											14
31309	01/25/	as her separate	Cecile Marie	PO Box 1696		Poulsbo	WA	98370-	Certified w/	94148118	73790 - MRC -
	2023	property	Dreessen,					0220	Return Receipt	98765834	Pony Express East
									(Signature)	623290	CTB - Notice list -
											15
31309	01/25/		Celeste Martley,	663 Union St		Portsmouth	RI	02871-	Certified w/	94148118	73790 - MRC -
	2023		as her separate					2211	Return Receipt	98765834	Pony Express East
			property						(Signature)	623245	CTB - Notice list -
											16

Parent	Mail	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date										
31309	01/25/	a married woman	Claudia Neal	4140 N		Hobbs	NM	88240-	Certified w/	94148118	73790 - MRC -
	2023	as her separate	Young,	Apodaca St				0960	Return Receipt	98765834	Pony Express East
		property							(Signature)	623276	CTB - Notice list -
											17
31309	01/25/		Daniel Rapkoch, as	900 W Silver St		Butte	MT	59701-	Certified w/		73790 - MRC -
	2023		his separate					1550	Return Receipt	98765834	Pony Express East
			property						(Signature)	623856	CTB - Notice list -
											18
31309	01/25/		Deborah S. Moore,	PO Box 64756		Lubbock	TX	79464-	Certified w/	94148118	73790 - MRC -
	2023		as her separate					4756	Return Receipt		Pony Express East
			property						(Signature)	623863	CTB - Notice list -
											19
31309	01/25/		Denise Crimmins,	108 Riverview		Middletown		02842-	Certified w/		73790 - MRC -
	2023		as her separate	Ave				5323	· ·		Pony Express East
			property						(Signature)	623825	CTB - Notice list -
											20
31309	01/25/		Diamond Lil	PO Box 1818		Roswell		88202-	Certified w/		73790 - MRC -
	2023		Properties, LLC					1818	· ·		Pony Express East
									(Signature)	623801	CTB - Notice list -
											21
31309	01/25/	Edward T.	Edward T.	PO Box 1390	Living Trust dated	Grants Pass		97528-	Certified w/		73790 - MRC -
	2023		Dreesseen, Jr., Co-		6/13/2014c/o			0115			Pony Express East
		Kathleen Dreessen	Trustee of the		Edward T. Dres				(Signature)	623894	CTB - Notice list -
											22
31309	01/25/		Eric D. Fein, whose			Dallas		75248-	Certified w/		73790 - MRC -
	2023		marital status is	Pkwy Ste 105				1976	·		Pony Express East
			unknown						(Signature)	623887	CTB - Notice list -
											23
31309	01/25/	Wheat Company	Gilbert C. Wheat	441 Baltusrol	and Richard J.	Aptos		95003-	Certified w/		73790 - MRC -
	2023	Trust, Margery M.		Dr	Huyck, Trustees			5407			Pony Express East
		Wheat Huyck	WheatC/O						(Signature)	623832	CTB - Notice list -
											24

Parent		Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date		-								
31309	01/25/	CollClarke C.		7335 Walla	7625 El Centro	San Antonio	TX	78250-	Certified w/		73790 - MRC -
	2023	CollMelanie Coll	,	Walla Dr PO	Boulevard, Unit 2			5242			Pony Express East
		DeTempleMax W.	IIEric J.	Box 18185653					(Signature)	623870	CTB - Notice list -
				Tobias Ave							25
31309	01/25/		Etz Oil Properties,	PO Box 73406		Phoenix	ΑZ	85050-	Certified w/		73790 - MRC -
	2023		Ltd.					1041	Return Receipt	98765834	Pony Express East
									(Signature)	623719	CTB - Notice list -
											26
31309	01/25/	George H. Etz, Jr.,	Now George H.	1105		McAllen	TX	78504-	Certified w/	94148118	73790 - MRC -
	2023	Trustee	Etz, III, Trustee	Xanthisma Ave				3519	Return Receipt	98765834	Pony Express East
									(Signature)	623757	CTB - Notice list -
											27
31309	01/25/		Higgins Trust,	PO Box 10690		Savannah	GA	31412-	Certified w/	94148118	73790 - MRC -
	2023		Inc.now HTI					0890	Return Receipt	98765834	Pony Express East
			Resources, Inc.						(Signature)	623764	CTB - Notice list -
											28
31309	01/25/	Revocable Living	Ingrid Powell,	114 Las Brisas		Monterey	CA	93940-	Certified w/	94148118	73790 - MRC -
	2023	Trust dated	Trustee of the C &	Dr				7611	Return Receipt	98765834	Pony Express East
		6/16/1978	I Powell						(Signature)	623726	CTB - Notice list -
											29
31309	01/25/		Jack Erwin	6403 Sequoia		Midland	TX	79707-	Certified w/	94148118	73790 - MRC -
	2023			Dr				1547	Return Receipt	98765834	Pony Express East
									(Signature)	623702	CTB - Notice list -
											30
31309	01/25/		Jennifer Deland, as	9951 Baker		Minocqua	WI	54548-	Certified w/	94148118	73790 - MRC -
	2023		her separate	Lake Rd				9128	Return Receipt	98765834	Pony Express East
			property						(Signature)	623795	CTB - Notice list -
											31
31309	01/25/	Revocable Trust	Jennifer E. Deland	9951 Baker		Minocqua	WI	54548-	Certified w/	94148118	73790 - MRC -
	2023		and LeRoy E.	Lake Rd		· .		9128	· ·	98765834	Pony Express East
			DeLand						(Signature)	623740	CTB - Notice list -
									,		32

Parent	Mail	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date										
31309	01/25/		Jon Brickey	4821		Midland	TX	79707-	Certified w/	94148118	73790 - MRC -
	2023			Rangewood				2630	Return Receipt	98765834	Pony Express East
									(Signature)	623788	CTB - Notice list -
											33
31309	01/25/	as her separate	Karen Irish f/k/a	320 Old		Nashville	TN	37221-	Certified w/		73790 - MRC -
	2023	property	Karen Rapkoch,	Hickory Blvd				1309	•		Pony Express East
				Apt 711					(Signature)	623771	CTB - Notice list -
											34
31309	01/25/	whose marital	Keaton Brickey,	5211 Preston		Midland	TX	79707-	Certified w/		73790 - MRC -
	2023	status is unknown		Dr				5104			Pony Express East
									(Signature)	623917	CTB - Notice list -
	2					<u> </u>					35
31309	01/25/	a married woman	Laura Neal	623 Athens Rd		Lexington	GA	30648-	Certified w/		73790 - MRC -
	2023	as her separate	Barbaree,					1909	· ·		Pony Express East
		property							(Signature)	623955	CTB - Notice list -
24200	04 /25 /		Mana Durahanna	7 Va. dan Tan		Navvosant	DI.	02040	Cantification/	04440440	36
31309	01/25/		Marc Ducharme,	7 Xavier Ter		Newport	RI	02840-	Certified w/		73790 - MRC -
	2023		as his separate					2331	· ·	623962	Pony Express East
			property						(Signature)	023902	CTB - Notice list - 37
31309	01/25/		Mary Dupuis, as	3119 3rd Ave S		Great Falls	NAT	59405-	Certified w/	0/1/18118	73790 - MRC -
31303	2023		her separate	JIIJ SIU AVE S		Greatrans		3357	•		Pony Express East
	2023		property						(Signature)	623924	CTB - Notice list -
			ргорегту						(Signature)	023324	38
31309	01/25/		Max W. Coll, III, as	7625 El Centro		Las Cruces	NM	88012-	Certified w/	94148118	73790 - MRC -
	2023		his separate	Blvd Unit 2				9313	Return Receipt	98765834	Pony Express East
			property						(Signature)	623900	CTB - Notice list -
											39
31309	01/25/		Michael Rapkoch,	1963 Patricia		Billings	MT	59102-	Certified w/	94148118	73790 - MRC -
	2023		as his separate	Ln				2647	Return Receipt	98765834	Pony Express East
			property						(Signature)	623993	CTB - Notice list -
											40

Parent		Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date										
31309	01/25/		Michelle Deane, as	•		Tiverton		02878-	Certified w/		73790 - MRC -
	2023			Rd				4416			Pony Express East
			property						(Signature)	623948	CTB - Notice list - 41
31309	01/25/		PEO Permian, LLC	16400 Dallas		Dallas	TX	75248-	Certified w/	94148118	73790 - MRC -
	2023			Pkwy Ste 400				2643	Return Receipt	98765834	Pony Express East
									(Signature)	623986	CTB - Notice list - 42
31309	01/25/	Mallison,	Republic National	PO Box 830308	Trust dated	Dallas	TX	75283-	Certified w/	94148118	73790 - MRC -
	2023	Trustees of the	Bank of Dallas and		5/8/1969			0308	Return Receipt	98765834	Pony Express East
		Selma E. Andrews	C.R.						(Signature)	623610	CTB - Notice list -
		Tr									43
31309	01/25/	whose marital	Russell J. Cox,	703 Lake		Rockwall	TX	75087-	Certified w/	94148118	73790 - MRC -
	2023	status is unknown		Meadows Dr				3675	Return Receipt	98765834	Pony Express East
									(Signature)	623658	CTB - Notice list -
											44
31309	01/25/	CorporationFKA	Sabine Oil & Gas	1415 Louisiana	Southern	Houston	TX	77002-	Certified w/	94148118	73790 - MRC -
	2023	The Wiser Oil	CorporationFKA	St Ste 1600	Petroleum			7490	Return Receipt	98765834	Pony Express East
		CompanyFKA	Forest Oil		Exploration, Inc.				(Signature)	623665	CTB - Notice list -
											45
31309	01/25/		Spirit Trail, LLC	PO Box 1818		Roswell	NM	88202-	Certified w/		73790 - MRC -
	2023							1818	Return Receipt	98765834	Pony Express East
									(Signature)	623627	CTB - Notice list -
											46
31309	01/25/		State of New	1220 S St		Santa Fe	NM	87505-	Certified w/	94148118	73790 - MRC -
	2023		Mexico	Francis Dr				4225	Return Receipt	98765834	Pony Express East
									(Signature)	623603	CTB - Notice list -
											47
31309	01/25/		Thomas Rapkoch,	2527 38th Ave		San	CA	94116-	Certified w/		73790 - MRC -
	2023		as his separate			Francisco		2855	Return Receipt	98765834	Pony Express East
			property						(Signature)	623696	CTB - Notice list -
											48

Parent	Mail	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	Tracking	Well
ID	Date										
31309	01/25/	United States of	Bureau of Land	1849 C St NW		Washington	DC	20240-	Certified w/	94148118	73790 - MRC -
	2023	America	Management					0001	Return Receipt	98765834	Pony Express East
									(Signature)	623641	CTB - Notice list -
											49
31309	01/25/		Vince Holdings,	PO Box 65318		Lubbock	TX	79464-	Certified w/	94148118	73790 - MRC -
	2023		LLC					5318	Return Receipt	98765834	Pony Express East
									(Signature)	623689	CTB - Notice list -
											50

From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: Paula M. Vance

Cc: McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls,

Christopher; Dawson, Scott; Lamkin, Baylen L.

Subject:Approved Administrative Order CTB-1083Date:Friday, March 31, 2023 3:40:24 PM

Attachments: CTB1083 Order.pdf

NMOCD has issued Administrative Order CTB-1083 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48940	Dony Evange Endard Com #505H	E/2 E/2	16-20S-33E	96399
30-023-46940	Pony Express Federal Com #505H	E/2 E/2	21-20S-33E	90399
20.025.40042	Down Frances Endowel Com #604H	E/2 E/2	16-20S-33E	96399
30-025-48942	Pony Express Federal Com #604H	E/2 E/2	21-20S-33E	90399
20.025.40040	D. F E. I I C #504H	W/2 E/2	16-20S-33E	0.(200
30-025-49049	Pony Express Federal Com #504H	W/2 E/2	21-20S-33E	96399
30-025-49051	D. F E. I I C II (0.21)	W/2 E/2	16-20S-33E	0.(200
	Pony Express Federal Com #603H	W/2 E/2	21-20S-33E	96399

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

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

Received by OCD: 1/27/2023 5:15:44 PM \$7.51 + \$1.20 (weight) = \$8.71 7.51 + 1.68 (weight) = 9.19



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: 03/02/2023 Shipped From:

Name: HOLLAND & HART LLP (1)

Address: 110 N GUADALUPE ST # 1

City:_SANTA FE

State:_NM ZIP+4® _87501

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	0
First-Class Package Service®	
Returns	
International*	
Other	2
Total	2

^{*}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

Note to RSS Clerk:

- 1. Home screen > Mailing/Shipping > More
- Select Shipment Confirm
 Scan or enter the barcode/label number from PS Form 5630
- Confirm the volume count message by selecting Yes or No
 Select Pay and End Visit to complete transaction

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

USPS SCAN AT ACCEPTANCE



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Name and Address of Sender	Check type of mail or service														
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SANTA FE NM 87501	X Certified Mail	☐ Return Receipt for	(for	additiona	al copies o	of this receipt)									
	☐ Certified Mail Restricted Delivery	Merchandise	Pos	stmark w	ith Date o	of Receipt.									
	☐ Collect on Delivery (COD)	$\hfill \square$ Signature Confirmation													
	☐ Insured Mail	☐ Signature Confirmation													
	☐ Priority Mail	Restricted Delivery						,							
USPS Tracking/Article Number	Addressee (Name, Street, City,	State, & ZIP Code™)	Postage	(Extra Service)	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
				Fee	Charge	ii registered	value	COD	1 66	1 66	1 66	1 66	1 66	1 66	1 66
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	PO BOX 1148														
	Santa Fe NM 87504				Ф										
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Affidavit of Publication

STATE OF NEW MEXICO COUNTY OF LEA

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

> Beginning with the issue dated January 31, 2023 and ending with the issue dated January 31, 2023.

Sworn and subscribed to before me this 31st day of January 2023.

Business Manager

My commission expires January 29, 2027

(Seal)

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

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

Legal Notice January 31, 2023

To: All affected parties, including: Conoco Phillips Company; COG Operating LLC; Devon Energy Production Company, LP; Occidental Petroleum, (#k/a Anadarko Petroleum), (#k/a Kerr-McGee Partner); Almee Ducharme, as her separate property, her heirs and devisees; Alan Peters, whose devisees; Anton Operating, LLC; Braille Institute of America, Inc., (c/o Bank of America, N.A., Agon); Coll, her heirs and devisees; Catherine Joyce-Coll, Trustee of the Trust for the benefit of Catherine Separate property, her heirs and devisees; Cacile Marle property, her heirs and devisees; Catherine Joyce-Coll; Cecil Bond Kyte, a single man, his heirs and devisees; Cecile Marle Dreessen, as her devisees; Claudia Neal Young, a married woman as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Celeste Marley, as her separate property, her heirs and devisees; Deborah S. Moore, as her separate Diamond Lil Properties, LLC; Edward T. Dreesseen, Jr., "Co-Trustee" of the Edward T. Dreesseen and heirs and devisees; Gilbert C. Wheat and Gertrude M. Wheat (C/o Wheat Company Trust, Margery M. F. Coll, II, his heirs and devisees; Eric J. his heirs and devisees; Clarke C. Coll, his heirs and devisees; Jennifer Deland, N. Coll, His heirs and devisees; Jennifer Deland, N. Coll, His heirs and devisees; Eric J. His heirs and devisees; Eric J. His heirs and devisees; Highling Trust detection of the C. & Level Revocable Living Trust dated and devisees; Jennifer Deland, as her separate property, her heirs and Brickey, whose marital status is unknown; His heirs and devisees; Hars and d

Application of Matador Production Company for administrative approval to surface commingle (lease) oil and gas production from spacing units comprised of the E/2 of Sections 16 and 21, Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease) diversely owned oil and gas production at the Pony Express East Tank Battery insofar as all existing and future infill wells drilled in the following spacing units:

(a) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] — currently dedicated to the **Pony Express Fed Com #505H** (API. No. 30-025-48940) and **Pony Express Fed Com #604H** (API. No. 30-025-48942);

(b) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 16 and 21, in the Teas; Bone Spring, West [96399] – currently dedicated to the **Pony Express Fed Com #504H** (API. No. 30-025-49049) and **Pony Express Fed Com #603H** (API. No. 30-025-49051); and

Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools connected to the Pony Express East Tank Battery with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Kyle Perkins, Matador Production (1972) 371-5202 or KPerkins@matadorresources.com.

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HOLLAND & HART LLC PO BOX 2208 SANTA FE, NM 87504-2208

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

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY MATADOR PRODUCTION COMPANY

ORDER NO. CTB-1083

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

Order No. CTB-1083 Page 1 of 4

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

ORDER

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

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

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

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

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

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

Order No. CTB-1083

NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

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

- 3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
- 5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

Order No. CTB-1083 Page 3 of 4

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

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DYLANM. FUGE

DIRECTOR (ACTING)

DATE: 3/30 23

Order No. CTB-1083 Page 4 of 4

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1083

Operator: Matador Production Company (228937)

Central Tank Battery: Pony Express East Tank Battery

Central Tank Battery Location: UL B, Section 16, Township 20 South, Range 33 East Gas Title Transfer Meter Location: UL B, Section 16, Township 20 South, Range 33 East

Pools

Pool Name Pool Code TEAS; BONE SPRING, WEST 96399

Leases as defined in 19.15.12.7(C) NMAC

Leases as defined in 17.13.12.7(C) Thirte									
Lease	UL or Q/Q	S-T-R							
E0 3441 0008	NW/4 NE/4	16-20S-33E							
E0 3441 0005	A G H	16-20S-33E							
V0 5241 0002	SE/4	16-20S-33E							
NMNM 105447007 (013280)	NE/4	21-20S-33E							
NMNM 105373857 (134877)	SE/4	21-20S-33E							

Wells

W CHS				
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48940	Pony Express Federal Com #505H	E/2 E/2	16-20S-33E	96399
30-023-40940		E/2 E/2	21-20S-33E	
20.025.40042	Pony Express Federal Com #604H	E/2 E/2	16-20S-33E	96399
30-025-48942		E/2 E/2	21-20S-33E	
30-025-49049	Pony Express Federal Com #504H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	90399
30-025-49051	Pony Express Federal Com #603H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	90399

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: CTB-1083

Operator: Matador Production Company (228937)

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	W/2 E/2	16-20S-33E	320	A
CA Done Spring DEM	W/2 E/2	21-20S-33E	320	A
CA Bone Spring BLM	E/2 E/2	16-20S-33E	320	D
CA Done Spring DLW	E/2 E/2	21-20S-33E	320	D

Leases Comprising Pooled Areas

	•			
Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
E0 3441 0008	NW/4 NE/4	16-20S-33E	40	A
E0 3441 0005	SW/4 NE/4	16-20S-33E	40	A
V0 5241 0002	W/2 SE/4	16-20S-33E	80	A
NMNM 105447007 (013280)	W/2 NE/4	21-20S-33E	80	A
NMNM 105373857 (134877)	W/2 SE/4	21-20S-33E	80	A
E0 3441 0005	E/2 NE/4	16-20S-33E	80	В
V0 5241 0002	E/2 SE/4	16-20S-33E	80	В
NMNM 105447007 (013280)	E/2 NE/4	21-20S-33E	80	В
NMNM 105373857 (134877)	E/2 SE/4	21-20S-33E	80	В

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

811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

District III 1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 180402

CONDITIONS

Operator:	OGRID:	
MATADOR PRODUCTION COMPANY	228937	
One Lincoln Centre	Action Number:	
Dallas, TX 75240	180402	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	3/31/2023