

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

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

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

Print or Type Name

Patterson

Signature

Date

Phone Number

e-mail Address



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

October 24, 2023

VIA ONLINE FILING

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

Re: Application of Matador Production Company to amend NMOCD Order CTB-1055 and for administrative approval to surface commingle (lease) oil and gas production from the spacing units comprising the E/2 of Section 11 and all of Section 12, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico (the “Lands”)

Dear Mr. Fuge:

Matador Production Company (OGRID No. 228937) (“Matador”) seeks to amend Administrative Order CTB-1055 (“Order CTB-1055”), attached as **Exhibit 1**. Order CTB-1055 authorizes lease commingling and off-lease measurement, at the **Bo Howard Central Tank Battery** of production from the Avalon; Bone Spring, East [3713] pool from *all existing and future infill wells drilled in the following spacing units*:

(a) The 240-acre, more or less, spacing unit underlying the N/2 NE/4 of Section 11 and the N/2 N/2 of Section 12, Township 21 South, Range 27 East – currently dedicated to the **Bo Howard 1211 Fed Com 121H** well (API No. 30-015-49427);

(b) The 240-acre, more or less, spacing unit underlying the S/2 NE/4 of Section 11 and the S/2 N/2 of Section 12, Township 21 South, Range 27 East – currently dedicated to the **Bo Howard 1211 Fed Com 122H** well (API No. 30-015-49428); and

(c) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Bo Howard Central Tank Battery* with notice provided only to the interest owners whose interest in the production is to be added.

Pursuant to 19.15.12.10.C(4)(g), Matador seeks to amend the terms of Order CTB-1055 to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing unit:

(a) The 240-acre, more or less, spacing unit underlying the N/2 SE/4 of Section 11 and the N/2 S/2 of Section 12, Township 21 South, Range 27 East – currently dedicated to the **Bo Howard 1211 Fed Com 113H** well (API No. 30-015-PENDING); and



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pmvance@hollandhart.com

(b) The 240-acre, more or less, spacing unit underlying the S/2 SE/4 of Section 11 and the S/2 S/2 of Section 12, Township 21 South, Range 27 East – currently dedicated to the **Bo Howard 1211 Fed Com 124H** well (API No. 30-015-PENDING).

Oil and gas production from these spacing units will be commingled and sold at the **Bo Howard Central Tank Battery** located in the NE/4 NE/4 (Unit A) of Section 12. 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. Oil production will be commingled between the “leases” comprising the S/2 of Section 12 and the SE/4 of Section 11, and separately between the “leases” comprising the N/2 of Section 12 and the NE/4 of Section 11; however, oil production will not be commingled between the N/2 “leases” and the S/2 “leases.”

Exhibit 2 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 3 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Kenneth Dodson, 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 a referenced gas sample (exhibit B to the statement).

Exhibit 4 is a C-102 for each of the wells currently permitted or drilled within the existing spacing units and those to be added to Order CTB-1055, together with the available production reports.

Exhibit 5 are the draft or approved communitization agreements for the acreage subject to this application.

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



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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance", written over a horizontal line.

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

**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-1055

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 identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. 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.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

**EXHIBIT
1**

CONCLUSIONS OF LAW

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells 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 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 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 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.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or

well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool or 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**



**ADRIENNE E. SANDOVAL
DIRECTOR**

DATE: 8/29/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1055
Operator: Matador Production Company (228937)
Central Tank Battery: Bo Howard Tank Battery
Central Tank Battery Location: UL A, Section 12, Township 21 South, Range 27 East
Gas Title Transfer Meter Location: UL A, Section 12, Township 21 South, Range 27 East

Pools

Pool Name	Pool Code
AVALON; BONE SPRING, EAST	3713

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 017095	N/2	12-21S-27E
NMNM 014768B	NE/4	11-21S-27E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49427	Bo Howard 1211 Federal Com #121H	N/2 NE/4	11-21S-27E	3713
		N/2 N/2	12-21S-27E	
30-015-49428	Bo Howard 1211 Federal Com #122H	S/2 NE/4	11-21S-27E	3713
		S/2 N/2	12-21S-27E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

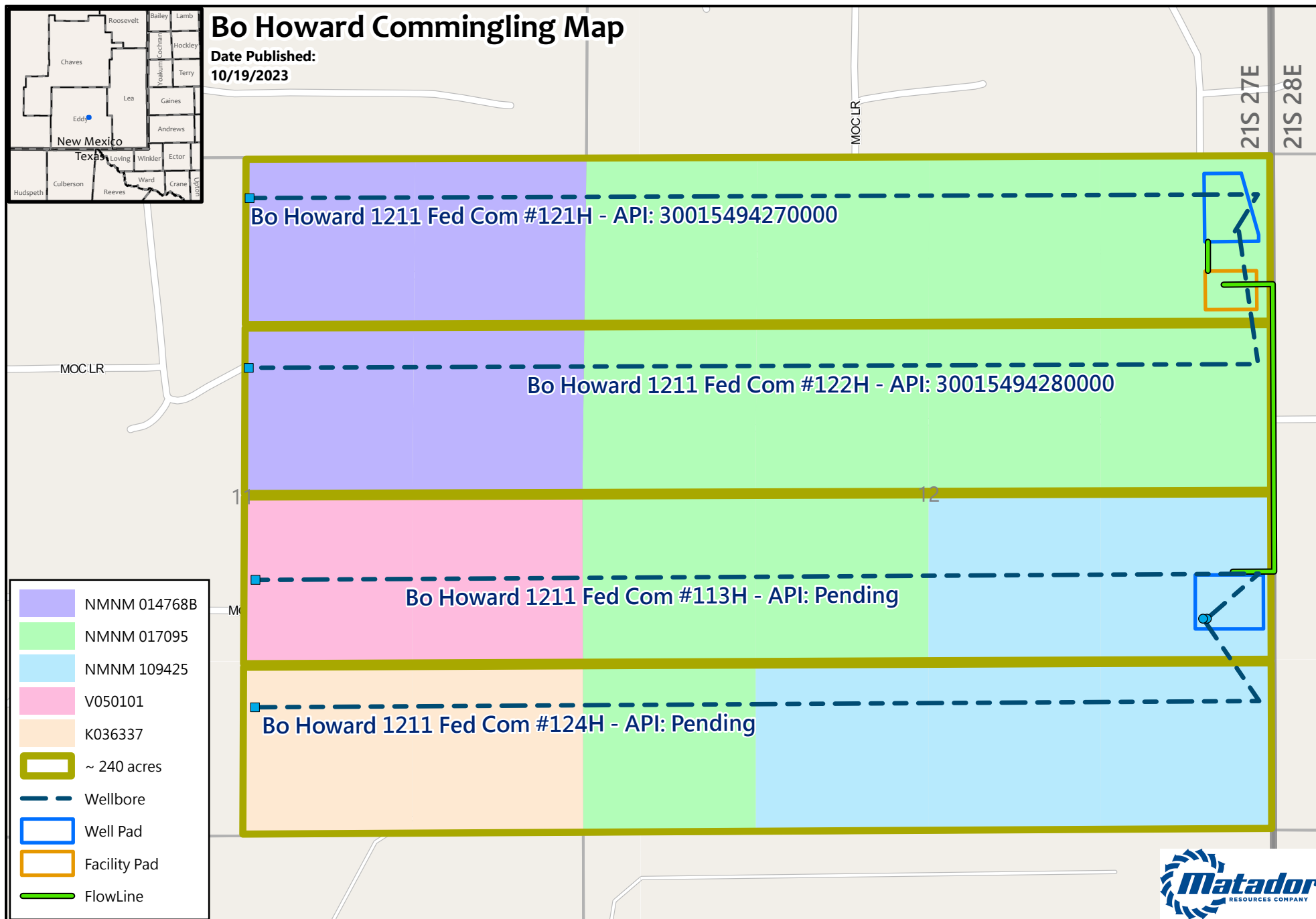
Order: CTB-1055
Operator: Matador Production Company (228937)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105771638	N/2 NE/4 N/2 N/2	11-21S-27E 12-21S-27E	240	A
CA Bone Spring NMNM 105771639	S/2 NE/4 S/2 N/2	11-21S-27E 12-21S-27E	240	B

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 017095	N/2 N/2	12-21S-27E	160	A
NMNM 014768B	N/2 NE/4	11-21S-27E	80	A
NMNM 017095	S/2 N/2	12-21S-27E	180	B
NMNM 014768B	S/2 NE/4	11-21S-27E	80	B



GIS Standard Map Disclaimer:

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

1:12,000

1 inch equals 1,000 feet

Project: \\gis\UserData\agamarra\temp\20230809 Bo Howard Commingling Map
Spatial Reference: NAD 83
Sources: IHS; ESRI; US DNR; Texas Co

EXHIBIT

2

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Matador Production Company

OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB-1055
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes

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

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

- (1) Pool Name and Code – [3713] Avalon; Bone Spring, East
(2) Is all production from same source of supply? ☒ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No
(4) Measurement type: ☒ Metering ☐ Other (Specify)

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Kenneth Dodson TITLE: Staff Facilities Engineer DATE: 23 Aug 2023

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

E-MAIL ADDRESS: kdodson@matadorresources.com

EXHIBIT
3

Matador Production Company

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

Voice 972.371.5427 • Fax 972.371.5201

rhernandez@matadorresources.com

Kenneth Dodson
Staff Facilities Engineer

August 23, 2023

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

Re: Application of Matador Production Company for administrative approval to amend administrative order CTB-1055 to surface commingle (lease) oil and gas production from the spacing units comprised of Section 12 and the E/2 of Section 11, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico (the “Lands”).

To Whom This May Concern,

Under NMOCD Order No. CTB-1055, Matador Production Company (“Matador”), OGRID: 228937, was authorized to surface commingle production from the N/2 of Section 12 and the NE/4 of Section 11, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico. Pursuant to this application, Matador seeks to amend Order CTB-1055 to gain authority to also surface commingle production from the S/2 of Section 12 and the SE/4 of Section 11, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico, as set forth herein.

Specifically, Matador requests to commingle current 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 a 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 Longwood RB Pipeline, LLC line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

With respect to oil, Matador requests authority to commingle the oil production in the S/2 of Section 12 and the SE/4 of Section 11. However, this oil production will not be commingled with the oil production from the N/2 of Section 12 and the NE/4 of Section 11.

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. This PFD shows that the water, oil, and gas exit the wellbore and flow into a wellhead three-phase separator which separates the oil, gas, and water. The oil is measured via turbine meter which is calibrated periodically in accordance with industry specifications by a third party measurement company for accuracy. The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other wells' metered gas, as shown on **Exhibit A**. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the Tank Battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. Longwood RB Pipeline, LLC has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

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

Very truly yours,

MATADOR PRODUCTION COMPANY

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

Kenneth Dodson
Staff Facilities Engineer

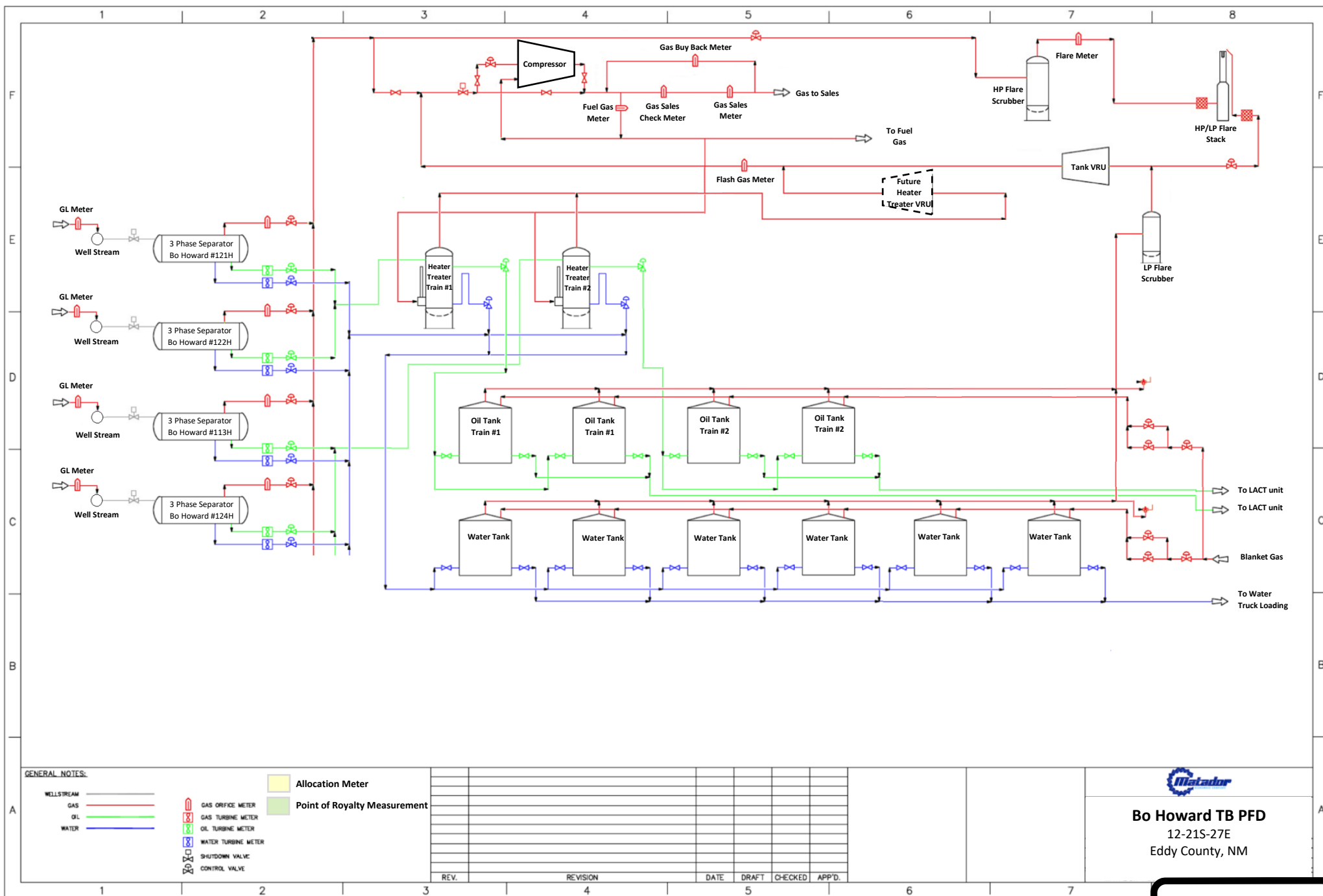


EXHIBIT
A



Certificate of Analysis

Number: 6030-20120189-002A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

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

Jan. 04, 2021

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

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

Analytical Data

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

Calculated Physical Properties

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

GPA 2172 Calculation:

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

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

Comments: H2S Field Content 1.25 ppm

Hydrocarbon Laboratory Manager

Quality Assurance:

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

EXHIBIT

B

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

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

FORM C-102

Revised August 1, 2011



Submit one copy to appropriate

District Office

☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

¹ API Number 30-015-49427		² Pool Code 3713		³ Pool Name Avalon; Bonespring	
⁴ Property Code 332732		⁵ Property Name BO HOWARD 1211 FED COM			⁶ Well Number 121H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3193'
¹⁰ Surface Location					
UL or lot no. A	Section 12	Township 21-S	Range 27-E	Lot Idn -	Feet from the 616'
		North/South line NORTH		Feet from the 279'	East/West line EAST
				County EDDY	
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. B	Section 11	Township 21-S	Range 27-E	Lot Idn -	Feet from the 330'
		North/South line NORTH		Feet from the 2606'	East/West line EAST
				County EDDY	
¹² Dedicated Acres 240		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

16 BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=553528 Y=546024 LAT.: N 32.5010097 LONG.: W 104.1597093 NAD 1983 X=594709 Y=546084 LAT.: N 32.5011280 LONG.: W 104.1602138		FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=561369 Y=546053 LAT.: N 32.5010515 LONG.: W 104.1342759 NAD 1983 X=602550 Y=546113 LAT.: N 32.5011700 LONG.: W 104.1347796		17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.  Signature Date 3/30/2020 Printed Name Lara Thompson E-mail Address lara.thompson@saxa.com	
LAST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=553578 Y=546024 LAT.: N 32.5010101 LONG.: W 104.1595471 NAD 1983 X=594759 Y=546085 LAT.: N 32.5011285 LONG.: W 104.1600516		BLM PERFORATION POINT NEW MEXICO EAST NAD 1927 X=556134 Y=546033 LAT.: N 32.5010243 LONG.: W 104.1512556 NAD 1983 X=597315 Y=546094 LAT.: N 32.5011427 LONG.: W 104.1517598		18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief. 02/25/2020 Date of Survey  Signature and Seal of Professional Engineer Certificate Number	
SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=561191 Y=545766 LAT.: N 32.5002852 LONG.: W 104.1348555 NAD 1983 X=802372 Y=545827 LAT.: N 32.5003838 LONG.: W 104.1353593					

EXHIBIT

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District I
1625 N. French Dr., Hobbs, NM 88240
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☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

¹ API Number 30-015-49428	² Pool Code 8713	³ Pool Name Avalon, BoneSpring
⁴ Property Code 332732	⁵ Property Name BO HOWARD 1211 FED COM	⁶ Well Number 122H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3193'

¹⁰Surface Location

UTL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	12	21-S	27-E	-	616'	NORTH	248'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UTL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	11	21-S	27-E	-	1650'	NORTH	2597'	EAST	EDDY

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

¹⁶ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=553522 Y=544704 LAT.: N 32.4973812 LONG.: W 104.1597358 NAD 1983 X=594703 Y=544764 LAT.: N 32.4974996 LONG.: W 104.1602402	LAST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=553572 Y=544704 LAT.: N 32.4973816 LONG.: W 104.1595736 NAD 1983 X=594753 Y=544765 LAT.: N 32.4975000 LONG.: W 104.1600780	SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=561222 Y=545766 LAT.: N 32.5002649 LONG.: W 104.1347547 NAD 1983 X=602403 Y=545827 LAT.: N 32.5003835 LONG.: W 104.1352585	¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location, or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <div style="display: flex; justify-content: space-between;"> <div> <i>Lara Thompson</i> Signature </div> <div> 3/30/2020 Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div> Lara Thompson Printed Name </div> <div> lara.thompson@swca.com E-mail Address </div> </div>
			¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief. <div style="text-align: center;"> 02/25/2020 Date of Survey </div> <div style="text-align: center;"> </div>
BLM PERFORATION POINT NEW MEXICO EAST NAD 1927 X=556119 Y=544713 LAT.: N 32.4973957 LONG.: W 104.1513113 NAD 1983 X=597300 Y=544774 LAT.: N 32.4975142 LONG.: W 104.1518154	FIRST PERFORATION POINT NEW MEXICO EAST NAD 1927 X=561373 Y=544733 LAT.: N 32.4974231 LONG.: W 104.1342721 NAD 1983 X=602553 Y=544793 LAT.: N 32.4975418 LONG.: W 104.1347757	Certificate Number	

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FORM C-102

Revised August 1, 2011

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code	³ Pool Name
		Avalon Bone Spring	Avalon Bone Spring East [3713]
⁴ Property Code	⁵ Property Name		⁶ Well Number
	BO HOWARD 1211 FED COM		113H
⁷ OGRID No.	⁸ Operator Name		⁹ Elevation
228937	MATADOR PRODUCTION COMPANY		3170'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	12	21-S	27-E	-	1693'	SOUTH	505'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	11	21-S	27-E	-	1980'	SOUTH	2536'	EAST	EDDY

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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

16

BLM PERF POINT
 1980' FSL
 NEW MEXICO EAST
 NAD 1927
 X=556110
 Y=543071
 LAT.: N 32.4928813
 LONG.: W 104.1513499
 NAD 1983
 X=597291
 Y=543132
 LAT.: N 32.4929998
 LONG.: W 104.1518538

FIRST PERFORATION POINT
 NEW MEXICO EAST
 NAD 1927
 X=561377
 Y=543103
 LAT.: N 32.4929434
 LONG.: W 104.1342667
 NAD 1983
 X=602558
 Y=543164
 LAT.: N 32.4930621
 LONG.: W 104.1347702

LAST PERFORATION POINT/
 BOTTOM HOLE LOCATION
 NEW MEXICO EAST
 NAD 1927
 X=553574
 Y=543056
 LAT.: N 32.4928506
 LONG.: W 104.1595743
 NAD 1983
 X=594755
 Y=543116
 LAT.: N 32.4929689
 LONG.: W 104.1600785

BLM PERF POINT
 1981' FSL & 2678' FEL
 NEW MEXICO EAST
 NAD 1927
 X=558800
 Y=543087
 LAT.: N 32.4929133
 LONG.: W 104.1426266
 NAD 1983
 X=599981
 Y=543148
 LAT.: N 32.4930319
 LONG.: W 104.1431303

SURFACE LOCATION
 NEW MEXICO EAST
 NAD 1927
 X=560973
 Y=542814
 LAT.: N 32.4921499
 LONG.: W 104.1355804
 NAD 1983
 X=602154
 Y=542874
 LAT.: N 32.4922686
 LONG.: W 104.1360839

17

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Debbie Creed **2/3/2023**

Signature _____ Date _____

Debbie Creed

Printed Name _____

debbie.creed@matadorresources.com

E-mail Address _____

18

SURVEYOR CERTIFICATION

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

ANGEL MORALES
NEW MEXICO
PROFESSIONAL SURVEYOR
 28118

Date of Survey _____
 Signature of Surveyor _____

Certificate Number _____

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Revised August 1, 2011

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 3713	³ Pool Name AVALON; BONE SPRING, EAST
⁴ Property Code	⁵ Property Name BO HOWARD 1211 FED COM	⁶ Well Number 124H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3161'

¹⁰Surface Location

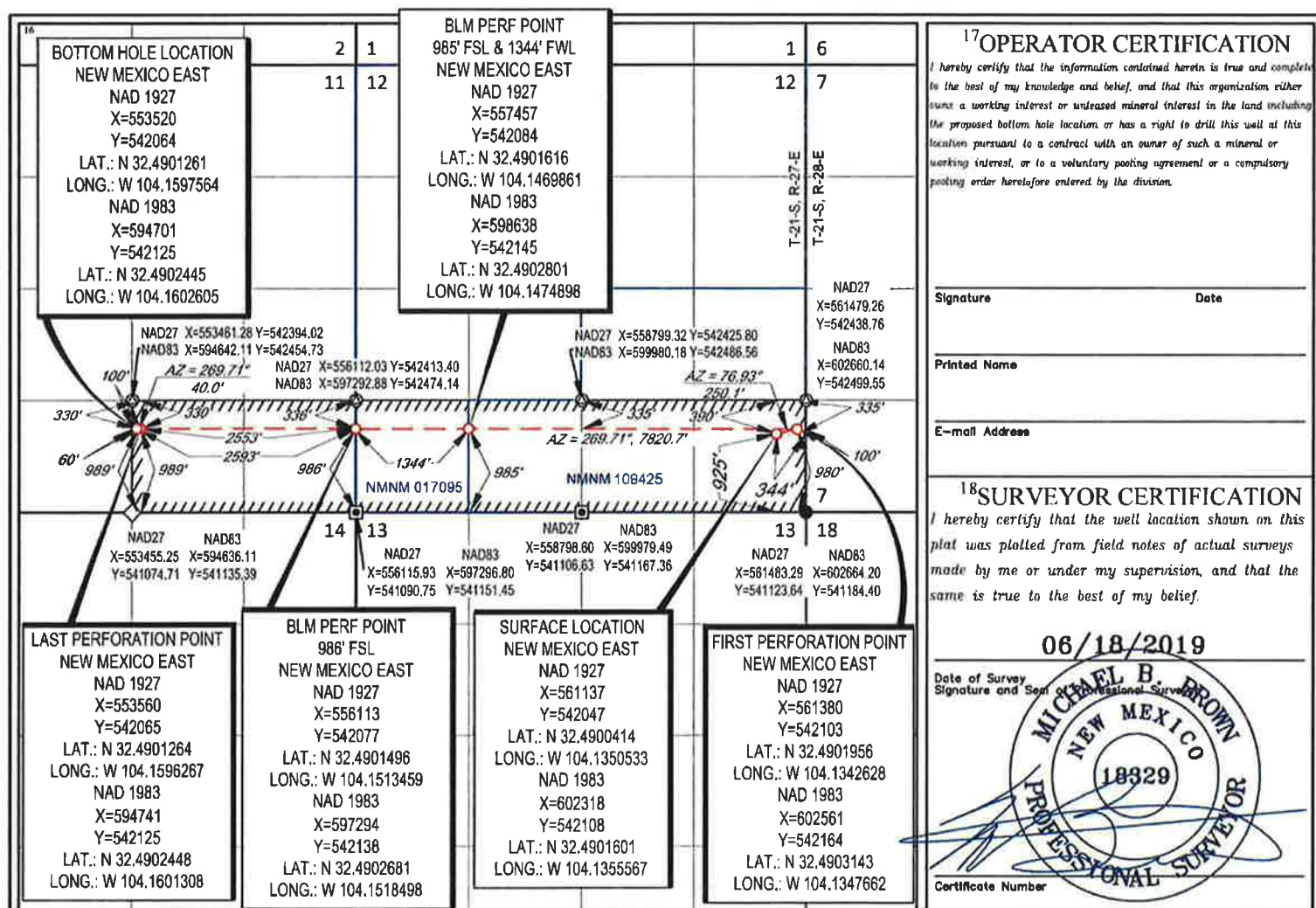
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	12	21-S	27-E	-	925'	SOUTH	344'	EAST	EDDY

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	11	21-S	27-E	-	989'	SOUTH	2593'	EAST	EDDY

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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



Production Summary Report API: 30-015-49427 BO HOWARD 1211 FEDERAL COM #121H Printed On: Tuesday, August 08 2023											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2022	[3713] AVALON;BONE SPRING, EAST	Nov	19262	25475	75835	17	0	0	0	0	0
2022	[3713] AVALON;BONE SPRING, EAST	Dec	51245	104448	89028	31	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Jan	26624	55617	43577	27	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Feb	21102	66481	42526	28	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Mar	18653	68300	42456	31	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Apr	14985	59828	35537	30	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	May	12839	54644	31334	29	0	0	0	0	0

Production Summary Report API: 30-015-49428 BO HOWARD 1211 FEDERAL COM #122H Printed On: Tuesday, August 08 2023											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2022	[3713] AVALON;BONE SPRING, EAST	Nov	14752	19901	72163	17	0	0	0	0	0
2022	[3713] AVALON;BONE SPRING, EAST	Dec	32841	55895	64879	26	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Jan	26629	73840	59436	31	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Feb	19002	67569	50775	28	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Mar	16423	67724	50547	31	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	Apr	12872	56749	39888	30	0	0	0	0	0
2023	[3713] AVALON;BONE SPRING, EAST	May	11494	51455	35025	29	0	0	0	0	0

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 6th day of **April, 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:

S2N2 of Section 12 & the S2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Containing **240.00** 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

EXHIBIT

5

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

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

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

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

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

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

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

10. The date of this agreement is **April 6, 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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company



Signature of Authorized Agent

By: Craig N. Adams, Executive Vice President & COO
Name & Title of Authorized Agent

Date: 4/21/2022

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

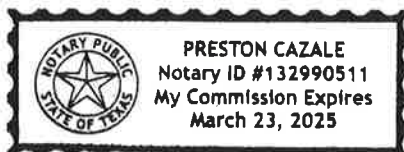
On this 21st day of April, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President & COO of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

3/23/2025
My Commission Expires



Notary Public



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

MRC Permian Company

By: _____

Craig N. Adams, Executive Vice President & COO
Print Name

Date: _____

4/21/2022

ACKNOWLEDGEMENT

STATE OF TEXAS)

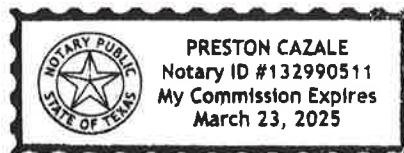
COUNTY OF DALLAS)

On this 21st day of April, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President & COO of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)


3/23/2025
My Commission Expires

Preston Cazale
Notary Public



XTO HOLDINGS, LLC

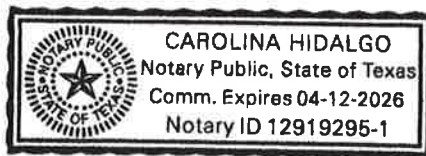
DATE: 6-21-2022


BY: 
NAME: Angie Repka – Land Manager – Permian
Delaware Basin
TITLE: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the 21st day of June, 2022, by Angie Repka, as Attorney-in-Fact of XTO Holdings, LLC, a Delaware limited liability company, on behalf of said company.





Notary Public, State of Texas

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

Southwest Royalties, Inc.

Date: 5/27/22

By: Tim Culp

Name: Tim Culp

Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY MIDLAND)

The foregoing instrument was acknowledged before me this 27th day of May, 2022,
by Tim Culp, in his/her capacity as President of
Southwest Royalties, Inc., on behalf of said corporation.

My Commission Expires: 06/29/2024 Karen Ivy
Notary Public



EXHIBIT "A"

Plat of communitized area covering **240.00** acres in S2N2 of Section 12 & the S2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Bo Howard 1211 Fed Com #122H

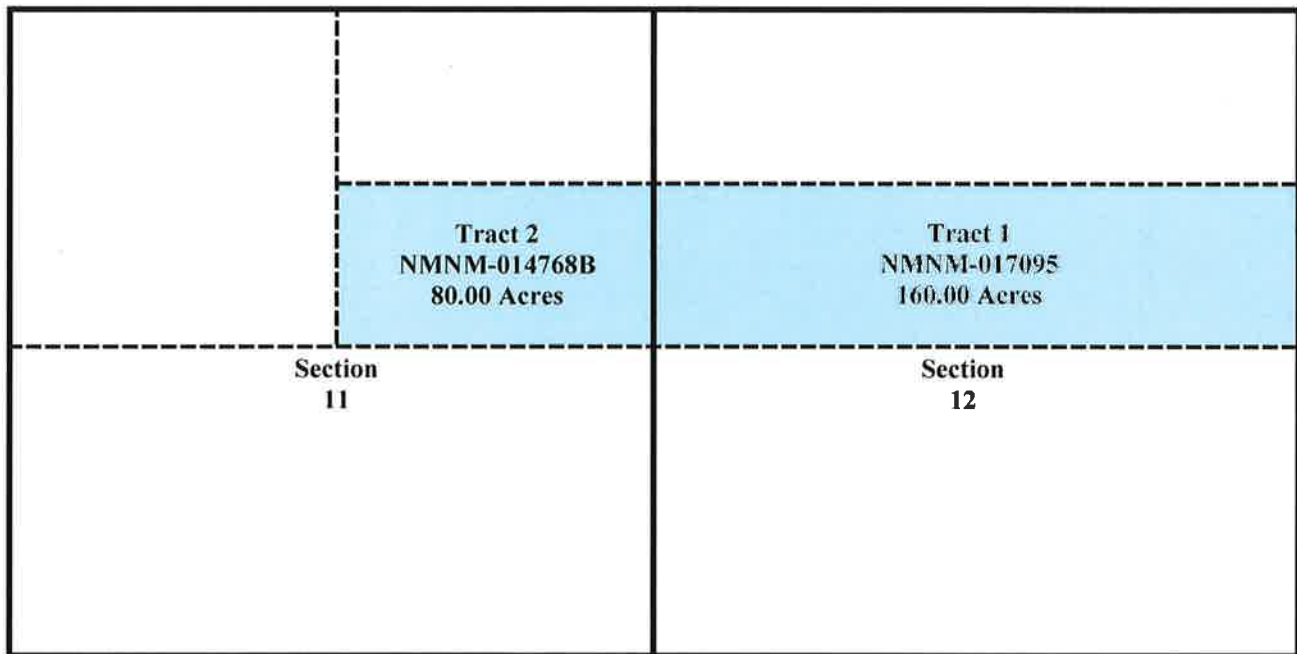


EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated April 6, 2022, embracing the following described land in the S2N2 of Section 12 & the S2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM-017095
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: S2N2
Number of Acres:	160.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	MRC Permian Company Chevron U.S.A., Inc. <i>(Compulsory Pooled)</i> Devon Energy Production Company, LP <i>(Compulsory Pooled)</i>

Tract No. 2

Lease Serial Number:	NMNM-014768B
Description of Land Committed:	Township 21 South, Range 27 East, Section 11: S2NE4
Number of Acres:	80.00
Current Lessee of Record:	Southwest Royalties, Inc
Name of Working Interest Owners:	MRC Permian Company Chevron U.S.A., Inc. <i>(Compulsory Pooled)</i> Devon Energy Production Company, LP <i>(Compulsory Pooled)</i>

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	66.67%
2	80.00	33.33%
Total	240.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **6th** day of **April, 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:

N2N2 of Section 12 & the N2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Containing **240.00** 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 $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

10. The date of this agreement is **April 6, 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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company



Signature of Authorized Agent

By: Craig N. Adams, Executive Vice President & COO
Name & Title of Authorized Agent

Date:

4/21/2022

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

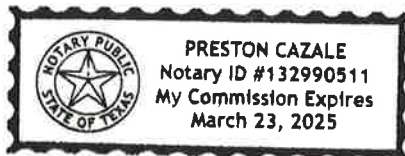
On this 21st day of April, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President & COO of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

3/23/2025
My Commission Expires




Notary Public



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

MRC Permian Company

By:  *ms pdd*
Craig N. Adams, Executive Vice President & COO
Print Name

Date: 4/21/2022

ACKNOWLEDGEMENT

STATE OF TEXAS)

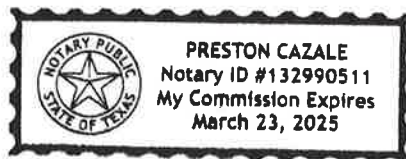
COUNTY OF DALLAS)

On this 21st day of April, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President & COO of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

3/23/2025
My Commission Expires


Notary Public




**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD****Southwest Royalties, Inc.**Date: 5/27/22By: Tim CulpName: Tim CulpTitle: PRESIDENT**ACKNOWLEDGEMENT**STATE OF TEXAS)
COUNTY MIDLAND)

The foregoing instrument was acknowledged before me this 27th day of May, 2022,
by Tim Culp, in his/her capacity as President of
Southwest Royalties, Inc., on behalf of said corporation.

My Commission Expires: 06/29/2024 Karen Ivy
Notary Public

XTO HOLDINGS, LLC

BY: 
NAME: Angie Repka – Land Manager – Permian
Delaware Basin
TITLE: Attorney-in-Fact

Released to Imaging: 1/5/2024 3:17:26 PM

EXHIBIT "A"

Plat of communitized area covering **240.00** acres in N2N2 of Section 12 & the N2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Bo Howard 1211 Fed Com #121H

	Tract 2 NMNM-014768B 80.00 Acres	Tract 1 NMNM-017095 160.00 Acres
Section 11		Section 12

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated April 6, 2022, embracing the following described land in the N2N2 of Section 12 & the N2NE4 of Sections 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

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

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

Lease Serial Number:	NMNM-017095
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: N2N2
Number of Acres:	160.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	MRC Permian Company Chevron U.S.A., Inc. <i>(Compulsory Pooled)</i> Devon Energy Production Company, LP <i>(Compulsory Pooled)</i>

Tract No. 2

Lease Serial Number:	NMNM-014768B
Description of Land Committed:	Township 21 South, Range 27 East, Section 11: N2NE4
Number of Acres:	80.00
Current Lessee of Record:	Southwest Royalties, Inc
Name of Working Interest Owners:	MRC Permian Company Chevron U.S.A., Inc. <i>(Compulsory Pooled)</i> Devon Energy Production Company, LP <i>(Compulsory Pooled)</i>

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	66.67%
2	80.00	33.33%
Total	240.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **September, 2023**, 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:

N2S2 of Section 12 & the N2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Containing **240.00** 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 $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

10. The date of this agreement is **September 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Bryan A. Erman E.V.P. and General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

On this ____ day of _____, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Bryan A. Erman - E.V.P. and General Counsel and Head of M&A
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of _____, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Eric S. Locker

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Ross K. Locker

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Nadel and Gussman Permian LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Hayes Revocable Trust

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of the **Hayes Revocable Trust**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Abo Petroleum, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Abo Petroleum, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Anthracite Energy Partners, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Anthracite Energy Partners, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Big Three Energy Group, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Big Three Energy Group, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

CPC Petroleum LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **CPC Petroleum LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Featherstone Development Corporation

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Featherstone Development Corporation**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Jon S. Brown

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Parrot Head Properties, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Parrot Head Properties, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Prospector, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Prospector, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

True North Exploration, Inc.

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **True North Exploration, Inc.**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

XTO Holdings, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **XTO Holdings, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: E.V.P. and General Counsel and Head of M&A

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in N2S2 of Section 12 & the N2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Bo Howard 1211 Fed Com #113H

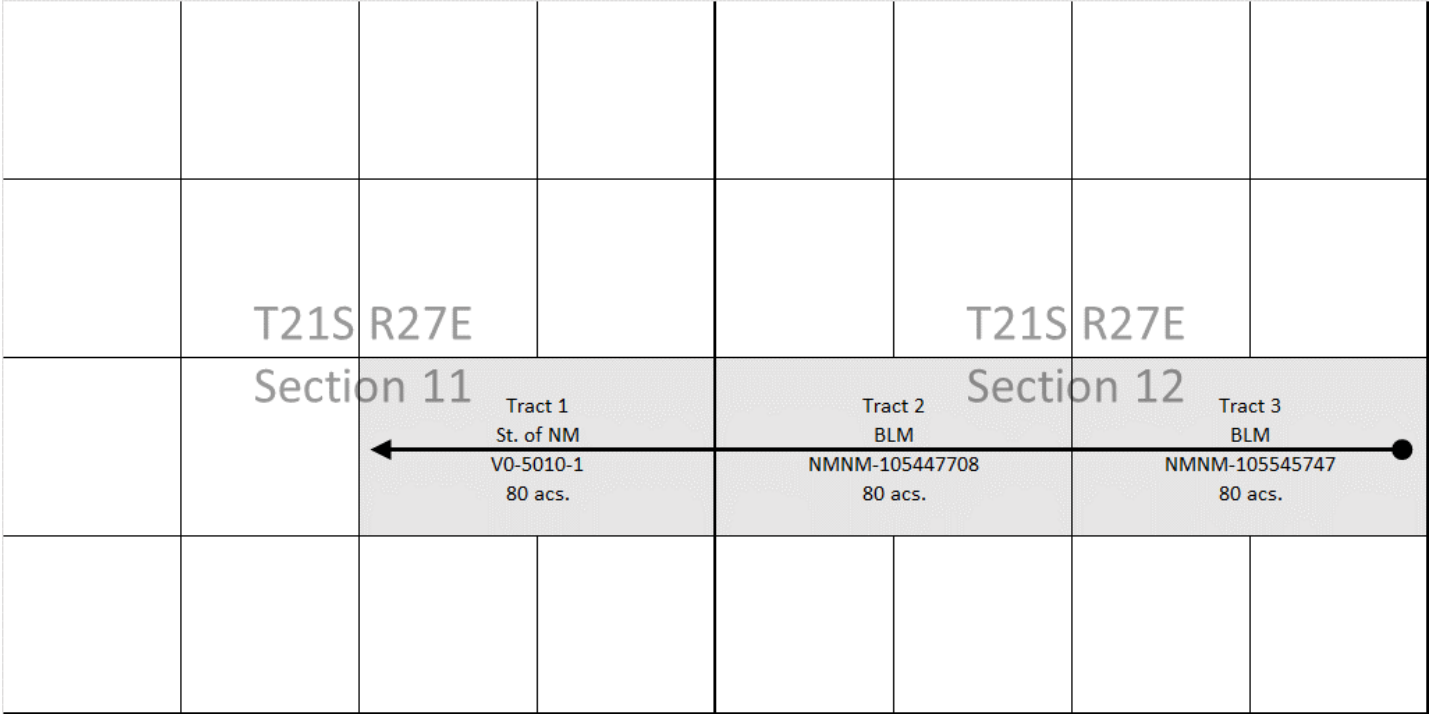


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated September 1, 2023, embracing the following described land in the N2S2 of Section 12 & the N2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

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

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

Lease Serial Number:	State of New Mexico V0-5010-1
Description of Land Committed:	Township 21 South, Range 27 East, Section 11: N2SE4
Number of Acres:	80.00
Current Lessee of Record:	Devon Energy Production Company, L.P. (<i>Compulsory Pooled</i>)
Name of Working Interest Owners:	Eric S. Locker; Ross K. Locker; Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust; Jami Huber Owen (<i>Compulsory Pooled</i>); Devon Energy Production Company, L.P. (<i>Compulsory Pooled</i>)

Tract No. 2

Lease Serial Number:	United States of America NMNM-105447708 (Legacy No. – NMNM-017095)
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: N2SW4
Number of Acres:	80.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	MRC Permian Company

Tract No. 3

Lease Serial Number:	United States of America NMNM-105545747 (Legacy No. – NMNM-109425)
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: N2SE4
Number of Acres:	80.00
Current Lessee of Record:	Featherstone Development Corporation
Name of Working Interest Owners:	MRC Permian Company; Abo Petroleum, LLC; Anthracite Energy Partners, LLC.; Big Three Energy Group, LLC; CPC Petroleum LLC; Featherstone Development Corporation; Jon S. Brown; Parrot Head Properties, LLC; Prospector, LLC; True North Exploration, Inc.; Sharbro Energy, LLC (Compulsory Pooled)

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	33.33%
2	80.00	33.34%
3	80.00	33.33%
Total	240.00	100.00%

30738270_v1

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

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

W I T N E S S E T H:

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

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

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

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

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

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

Subdivisions N2S2 of Section 12 & the N2SE4 of Section 11,

T 21S, R 27, NMPM, Eddy County, NM containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring Formation or pool, underlying said lands and the oil, gas and other hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator: **Matador Production Company**

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

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Bryan A. Erman, as E.V.P. and General Counsel for Matador Production Company, on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

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

MRC Permian Company

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

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Permian Company on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

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

Featherstone Development Corporation

By: _____
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, as
_____, for Featherstone Development Corporation on behalf of said
_____.

Signature of Notarial Officer
My commission expires _____

XTO Holdings, LLC

By: _____
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, as
_____, for XTO Holdings, LLC on behalf of said _____.

Signature of Notarial Officer
My commission expires _____

EXHIBIT A

To Communitization Agreement dated **September 1, 2023**

Plat of communitized area covering the:

Subdivisions N2S2 of Section 12 & N2SE4 of Section 11,

T21S, R 27E, NMPM, Eddy County, NM.

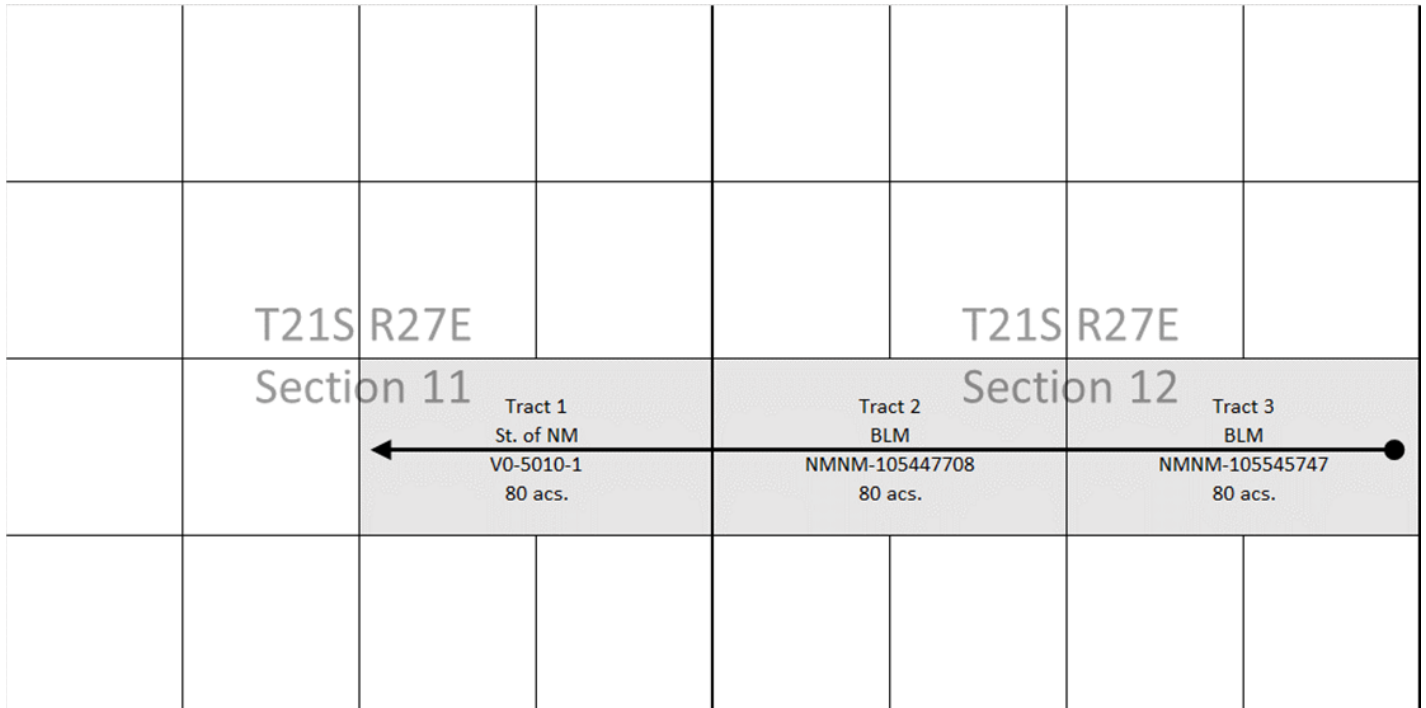


EXHIBIT B

To Communitization Agreement dated September 1, 2023, embracing the Subdivisions N2S2 of Section 12 & N2SE4 of Section 11, T21S, R 27E, NMPM, Eddy County, NM.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: V0-5010-1
Lease Date: January 1, 1997
Lease Term: 5 years
Lessor: State of New Mexico
Present Lessee: Devon Energy Production Company, L.P. (*Compulsory Pooled*)
Description of Land Committed: Subdivisions N2SE4, Section 11, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 16.66666666%
Name of WIOwners: Eric S. Locker; Ross K. Locker; Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust; Jami Huber Owen (*Compulsory Pooled*); Devon Energy Production Company, L.P. (*Compulsory Pooled*)

TRACT NO. 2

Lease Serial No.: NMNM-105447708 (Legacy No. – NMNM-017095)
Lease Date: March 1, 1961
Lease Term: 10 years
Lessor: United States of America
Present Lessee: XTO Holdings, LLC
Description of Land Committed: Subdivisions N24SW4, Section 12, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 12.5%
Name of WIOwners: MRC Permian Company

TRACT NO. 3

Lease Serial No.: NMNM-105545747 (Legacy No. – NMNM-109425)
Lease Date: March 1, 2005
Lease Term: 10 years
Lessor: United States of America
Present Lessee: Featherstone Development Corporation
Description of Land Committed: Subdivisions N24SE4, Section 12, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 12.5%
Name of WIOwners: MRC Permian Company; Abo Petroleum, LLC; Anthracite Energy Partners, LLC.; Big Three Energy Group, LLC; CPC Petroleum LLC; Featherstone Development Corporation; Jon S. Brown; Parrot Head Properties, LLC; Prospector, LLC; True North Exploration, Inc.; Sharbro Energy, LLC (*Compulsory Pooled*)

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>80.00</u>	<u>33.333333%</u>
Tract No.2	<u>80.00</u>	<u>33.333334%</u>
Tract No.3	<u>80.00</u>	<u>33.333333%</u>

30738265_v1

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **September, 2023**, 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:

S2S2 of Section 12 & the S2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Containing **240.00** 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 $1/8^{\text{th}}$ or $12 \frac{1}{2}$ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining $7/8^{\text{th}}$ should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

10. The date of this agreement is **September 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Bryan A. Erman E.V.P. and General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

On this ____ day of _____, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

Bryan A. Erman - E.V.P. and General Counsel and Head of M&A
Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of _____, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Jami Huber Owen

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Locker Brothers

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Locker Brothers**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

EOG Resources Inc.

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

_____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **EOG Resources Inc.**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

Frances B. Bunn Revocable Living Trust

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Frances B. Bunn Revocable Living Trust**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

E. G. Holden Testamentary Trust

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **E. G. Holden Testamentary Trust**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

Mewbourne Oil Company

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Mewbourne Oil Company**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

Brian D. Woehler Trust u/w/o William B. Oliver

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Brian D. Woehler Trust u/w/o William B. Oliver**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

Hayes Revocable Trust u/t/a dated August 25, 2010

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust u/t/a dated August 25, 2010**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

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

Dr. Isaac A. Kawasaki

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Betsy H. Keller

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Abo Petroleum, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Abo Petroleum, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Anthracite Energy Partners, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Anthracite Energy Partners, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Big Three Energy Group, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Big Three Energy Group, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

CPC Petroleum LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **CPC Petroleum LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Featherstone Development Corporation

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Featherstone Development Corporation**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Jon S. Brown

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the same person that executed the foregoing instrument and acknowledged to me that _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Parrot Head Properties, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Parrot Head Properties, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

Prospector, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **Prospector, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

True North Exploration, Inc.

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **True North Exploration, Inc.**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

XTO Holdings, LLC

By: _____

Print Name

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

On this ____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of **XTO Holdings, LLC**, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: E.V.P. and General Counsel

Phone number : (972) -371-5200

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in S2S2 of Section 12 & the S2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

Bo Howard 1211 Fed Com #124H

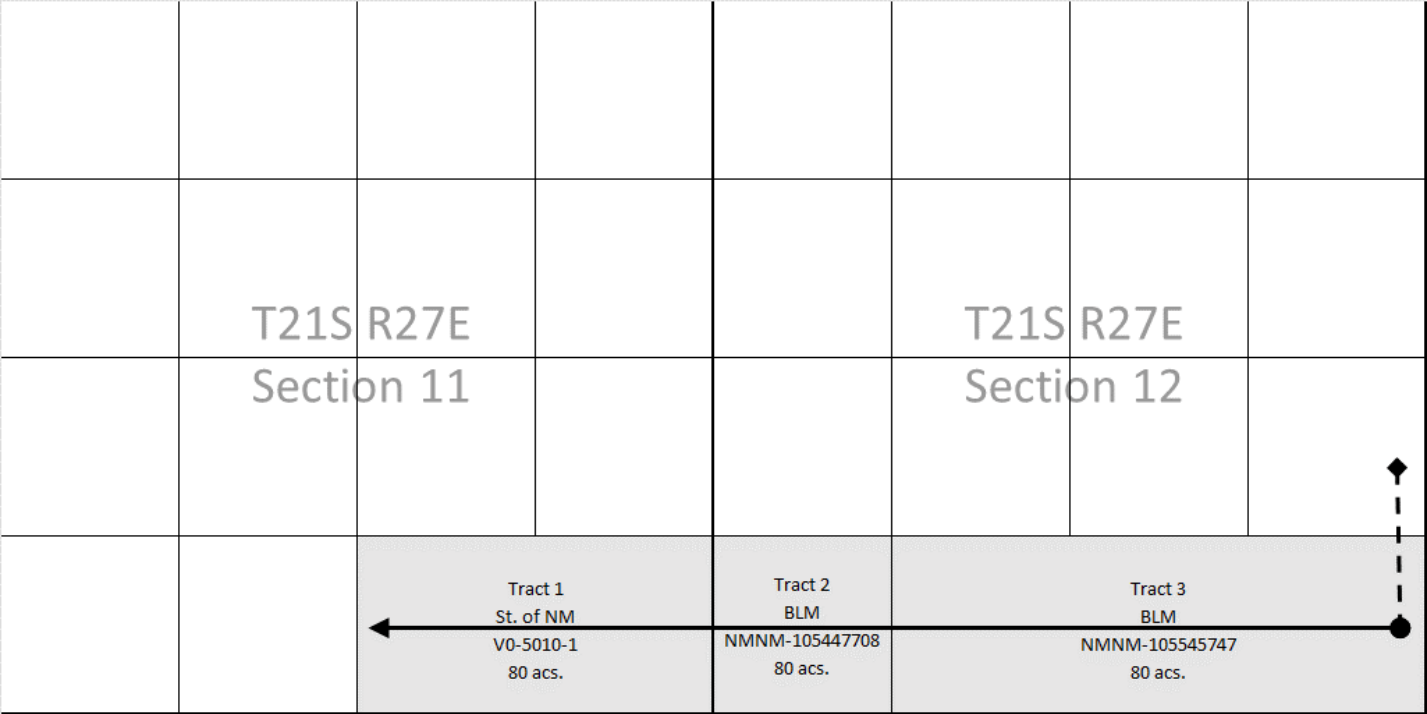


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated September 1, 2023, embracing the following described land in the S2S2 of Section 12 & the S2SE4 of Section 11, Township 21 South, Range 27 East, Eddy County, New Mexico.

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

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

Lease Serial Number:	State of New Mexico K0-3633-7
Description of Land Committed:	Township 21 South, Range 27 East, Section 11: S2SE4
Number of Acres:	80.00
Current Lessee of Record:	Devon Energy Production Co., L.P. <i>(Compulsory Pooled)</i>
Name of Working Interest Owners:	Devon Energy Production Company, L.P. <i>(Compulsory Pooled)</i> ; Hayes Revocable Trust u/t/a dated August 25, 2010; Jami Huber Owen; Locker Brothers; EOG Resources Inc.; Frances B. Bunn Revocable Living Trust; Dr. Isaac A. Kawasaki; Betsy H. Keller; E. G. Holden Testamentary Trust; Brian D. Woehler Trust u/w/o William B. Oliver; Mewbourne Oil Company

Tract No. 2

Lease Serial Number:	United States of America NMNM-105447708 (Legacy No. – NMNM-017095)
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: SW4SW4
Number of Acres:	40.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	MRC Permian Company

Tract No. 3

Lease Serial Number:	United States of America NMNM-105545747 (Legacy No. – NMNM-109425)
Description of Land Committed:	Township 21 South, Range 27 East, Section 12: SE4SW4, S2SE4
Number of Acres:	120.00
Current Lessee of Record:	Featherstone Development Corporation
Name of Working Interest Owners:	MRC Permian Company; Abo Petroleum, LLC; Anthracite Energy Partners, LLC.; Big Three Energy Group, LLC; CPC Petroleum LLC; Featherstone Development Corporation; Jon S. Brown; Parrot Head Properties, LLC; Prospector, LLC; True North Exploration, Inc.; Sharbro Energy, LLC (Compulsory Pooled)

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	33.33%
2	40.00	16.67%
3	120.00	50.00%
Total	240.00	100.00%

30738266_v1

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

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

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0_____ - _____

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

W I T N E S S E T H:

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

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

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

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

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

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

Subdivisions **S2S2 of Section 12 & the S2SE4 of Section 11,**

T 21S, R 27, NMPM, Eddy County, NM containing **240.00** acres, more or less, and this agreement shall include only the Bone Spring Formation or pool, underlying said lands and the oil, gas and other hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator: **Matador Production Company**

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

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Bryan A. Erman, as E.V.P. and General Counsel for Matador Production Company, on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

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

MRC Permian Company

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

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023, by Bryan A. Erman, as E.V.P. and General Counsel and Head of M&A, for MRC Permian Company on behalf of said corporation.

Signature of Notarial Officer
My commission expires _____

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

Featherstone Development Corporation

By: _____
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, as
_____, for Featherstone Development Corporation on behalf of said
_____.

Signature of Notarial Officer
My commission expires _____

XTO Holdings, LLC

By: _____
Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in a Representative Capacity

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, as
_____, for XTO Holdings, LLC on behalf of said _____.

Signature of Notarial Officer
My commission expires _____

EXHIBIT A

To Communitization Agreement dated **September 1, 2023**

Plat of communitized area covering the:

Subdivisions S2S2 of Section 12 & S2SE4 of Section 11,

T21S, R 27E, NMPM, Eddy County, NM.

The map displays a grid of sections. Section 11 is labeled 'T21S R27E Section 11' and Section 12 is labeled 'T21S R27E Section 12'. Below these sections, three tracts are identified: Tract 1 (St. of NM, V0-5010-1, 80 acs.), Tract 2 (BLM, NMNM-105447708, 80 acs.), and Tract 3 (BLM, NMNM-105545747, 80 acs.). A dashed line with an arrow points north from the right side of the tracts.

EXHIBIT B

To Communitization Agreement dated September 1, 2023, embracing the Subdivisions S2S2 of Section 12 & S2SE4 of Section 11, T21S, R 27E, NMPM, Eddy County, NM.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: K0-3633-7
Lease Date: October 15, 1963
Lease Term: 5 years
Lessor: State of New Mexico
Present Lessee: Devon Energy Production Co., L.P. (*Compulsory Pooled*)
Description of Land Committed: Subdivisions S2SE4, Section 11, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 12.5%
Name of WIOwners: Devon Energy Production Company, L.P. (*Compulsory Pooled*); Hayes Revocable Trust u/t/a dated August 25, 2010; Jami Huber Owen; Locker Brothers; EOG Resources Inc.; Frances B. Bunn Revocable Living Trust; Dr. Isaac A. Kawasaki; Betsy H. Keller; E. G. Holden Testamentary Trust; Brian D. Woehler Trust u/w/o William B. Oliver; Mewbourne Oil Company

TRACT NO. 2

Lease Serial No.: NMNM-105447708 (Legacy No. – NMNM-017095)
Lease Date: March 1, 1961
Lease Term: 10 years
Lessor: United States of America
Present Lessee: XTO Holdings, LLC
Description of Land Committed: Subdivisions SW4SW4, Section 12, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 12.5%
Name of WIOwners: MRC Permian Company

TRACT NO. 3

Lease Serial No.: NMNM-105545747 (Legacy No. – NMNM-109425)
Lease Date: March 1, 2005
Lease Term: 10 years
Lessor: United States of America
Present Lessee: Featherstone Development Corporation
Description of Land Committed: Subdivisions SE4SW4, S24SE4, Section 12, Twp 21S, Rng 27E, NMPM, Eddy County, NM
Number of Acres: 80.00
Royalty Rate: 12.5%
Name of WIOwners: MRC Permian Company; Abo Petroleum, LLC; Anthracite Energy Partners, LLC.; Big Three Energy Group, LLC; CPC Petroleum LLC; Featherstone Development Corporation; Jon S. Brown; Parrot Head Properties, LLC; Prospector, LLC; True North Exploration, Inc.; Sharbro Energy, LLC (*Compulsory Pooled*)

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>80.00</u>	<u>33.333333%</u>
Tract No.2	<u>40.00</u>	<u>16.666667%</u>
Tract No.3	<u>120.00</u>	<u>50.000000%</u>

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Abo Petroleum, LLC	P.O. Box 900	Artesia	NM	88211-0900
Anthracite Energy Partners, Inc.	P.O. Box 52370	Midland	TX	79710
Bantam Royalties, LLC	P.O. Box 10668	Midland	TX	79702
BAS Energy, LP	P.O. Box 472087	Fort Worth	TX	76147
Bernard Lee House, Jr.	1202 Shirley Lane	Midland	TX	79705
Betsy H. Keller	2505 Green St.	San Francisco	CA	94123
Big Three Energy Group, LLC	P.O. Box 429	Roswell	NM	88202
Brian D. Woehler Trust u/w/o William B. Oliver	340 N. Rangeline Road	Carmel	IN	46032
C. Mark Wheeler	P.O. Box 248	Round Rock	TX	78680
Camarie Oil & Gas, LLC	2502 Camarie Ave.	Midland	TX	79705
Carol Rowell Tavernier	552 E. Fellows Dr.	Orange	CA	92865-2857
Carrie McVay, Trustee of the Carrie McVay Trust dated March 2, 2018	3225 Willard St.	San Diego	CA	92122
Catherine Erb	P.O. Box 5279	Austin	TX	78763
Charles Leon House	3101 Palo Verde Glen	Midland	TX	79705
Chevron U.S.A. Inc.	Attn: Land Manager 1400 Smith Street	Houston	TX	77002
Chi Energy, Inc.	P.O. Box 1799	Midland	TX	79702
Chisos Minerals, LLC	1331 Lamar St., Ste. 1077	Houston	TX	77010
CPC Petroleum, LLC	P.O. Box 100069	Houston	TX	77010

CRM 2018, L.P.	500 West Texas, Suite 1020	Midland	TX	79701
CrownRock Minerals, L.P.	P.O. Box 51933	Midland	TX	79710
David H. Essex Estate	P.O. Box 50577	Midland	TX	79710
David Hoy Harrison Endowed Music Scholarship, Midland College	3600 N. Garfield St.	Midland	TX	79705
Devon Energy Production Company, L.P.	333 W. Sheridan Avenue	Oklahoma City	OK	73102
Donald R. Creamer	P.O. Box 10014	Midland	TX	79702
Dr. Isaac A. Kawasaki	2927 Robert Pl.	Honolulu	HI	96816
Dynasty Partners LLC	5910 S. University Blvd. C18432	Greenwood Village	CO	80121
EOG Resources Assets LLC	5509 Champions Drive	Midland	TX	79706
EOG Resources Inc.	5509 Champions Drive	Midland	TX	79706
Eric S. Locker	1513 Flintridge Road	Austin	TX	78746-4350
Estate of Dean W. Rowell	552 E. Fellows Dr.	Orange	CA	92865-2857
Estate of Hazel W. Brooks Kirkpatrick	53 Skyland Blvd.	Tijeras	NM	87059
Featherstone Development Corporation	P.O. Box 429	Roswell	NM	88202
Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust	2493 Makiki Heights Drive	Honolulu	HI	98622
Goodrich Petroleum Company of Louisiana	333 Texas Street, Suite 1350	Shreveport	LA	71101-3670

High Sky Children's Ranch	8701 County Road 60	Midland	TX	79707
Howard Morris Kirkpatrick	53 Skyland Blvd.	Tijeras	NM	87059
Hoy B. Harrison Endowed Scholarship, Texas Christian University	TCU Box 297044	Fort Worth	TX	76129
Jalee Nicole Hill	1903 Cedar Ridge Dr., Unit A	Austin	TX	78741
James Cody Kirkpatrick	16885 SE 252nd Avenue	Umatilla	FL	32784
James F. Craft, Trustee of the Adolph P. Schuman Trust	1870 Hoone Road #824	Koloa	HI	96756
James L. Pierce and wife, Sharon H. Pierce	2607 Ward	Midland	TX	79705
James Mark Kirkpatrick	594 S. Nutwood	Orange	CA	92689
Jami Huber Owen	5546 Canada Couty	Rockwall	TX	75032
Janet Lewis	P.O. Box 233	Driggs	ID	83422
Jareed Partners, Ltd.	2407 Bellechase Court	Midland	TX	79705
Jodi Kristen Hill	4411 South Congress Ave., Apt 3103	Austin	TX	78745
John Kyle Thoma, Trustee of the Cornerstone Family Trust	P.O. Box 558	Peyton	CO	80831-0558
Jon S. Brown	P.O. Box 246	Palestine	TX	75802
Kane Resources, LLC	P.O. Box 471096	Fort Worth	TX	76147
Kim Margaret Kirkpatrick	2109 Tierra Lane	High Ridge	MO	63049

Llano Natural Resources, LLC	4929 S. Loop 289, Suite 206	Lubbock	TX	79414
Locker Brothers	1513 Flintridge Road	Austin	TX	78746-4350
Mable Claire Reeves	c/o William Travis Reeves, AIF 1804 Cheyenne Drive	Richardson	TX	75080
Mason Oaks Energy Holdings, LLC	6125 Luther Lane, #188	Dallas	TX	75225
McMullen Minerals, LLC	P.O. Box 470857	Fort Worth	TX	76147
Mewbourne Oil Company	500 West Texas, Suite 1020	Midland	TX	79701
Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust	3608 Meadowridge Lane	Midland	TX	79707
Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust u/t/a dated August 25, 2010	3608 Meadowridge Lane	Midland	TX	79707
Midland Memorial Foundation	2200 W. Illinois	Midland	TX	79701
MRC Permian Company	5400 LBJ Frwy, Suite 1500	Dallas	TX	75240
MSH Family Real Estate Partnership II, LLC	4143 Maple Avenue, Suite 500	Dallas	TX	75219
Nelda Lee Davis	4703 Boulder Drive	Midland	TX	79707
Oxy Y-1 Company	5 Greenway Plaza, Suite 110	Houston	TX	77046
Parrot Head Resources, LLC	P.O. Box 429	Roswell	NM	88202-0429

Paul R. Barwis	c/o Dutton, Harris & Company P.O. Box 230	Midland	TX	79702
Pegasus Resources, LLC	2821 West 7th Street, Suite 500	Fort Worth	TX	76107
Prospector LLC	P.O. Box 429	Roswell	NM	88202-0429
Ross K. Locker	P.O. Drawer 490	Jefferson	TX	75657-0490
Serenity Resources, LLC	P.O. Box 5240	Midland	TX	79704
Sharbro Energy, LLC	P.O. Box 840	Artesia	NM	88211-0840
Silverado Oil & Gas, LLP	P.O. Box 52308	Tulsa	OK	74152-0308
SMP Sidecar Titan Mineral Holdings, LP	4143 Maple Avenue, Suite 500	Dallas	TX	75219
SMP Titan Flex, LP	4143 Maple Avenue, Suite 500	Dallas	TX	75219
SMP Titan Mineral Holdings, LP	4143 Maple Avenue, Suite 500	Dallas	TX	75219
Southwest Royalties, Inc.	P.O. Box 53570	Midland	TX	79710
Starrett Royalty, LLC	P.O. Box 700093	Tulsa	OK	74170
State of New Mexico - Commisioner of Public Lands	P.O. Box 1148	Santa Fe	NM	87504
Taybecs Royalties, LLC	P.O. Box 220	Jenks	OK	74037

Texas Christian University Department of Athletics	2800 S University Dr	Fort Worth	TX	76109
True North Exploration, Inc.	P. O. Box 5061	Midland	TX	79704
Trustee of the E. G. Holden Testamentary Trust	2505 Green St.	San Francisco	CA	94123
Tumbler Energy Partners, LLC	3811 Turtle Creek Blvd., Suite 1100	Dallas	TX	75219
United States of America - Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
Warren Ventures, Ltd.	808 W. Wall St.	Midland	TX	79701
WilderPan, LLC	P.O. Box 50088	Midland	TX	79710
William R. Bergman	P.O. Box 1799	Midland	TX	79702
XTO Holdings, LLC	22777 Springwoods Village Pkwy.	Spring	TX	77389



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

October 23, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company to amend NMOCD Order CTB-1055 and for administrative approval to surface commingle (lease) oil and gas production from the spacing units comprising the E/2 of Section 11 and all of Section 12, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. 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,

A handwritten signature in blue ink, appearing to read "Paula M. Vance", written over a horizontal line.

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

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499624941	Abo Petroleum, LLC	PO Box 900	Artesia	NM	88211-0900	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624972	Anthracite Energy Partners, Inc.	PO Box 52370	Midland	TX	79710-2370	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624668	Bantam Royalties, LLC	PO Box 10668	Midland	TX	79702-7668	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624620	BAS Energy, LP	PO Box 472087	Fort Worth	TX	76147-0287	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624606	Bernard Lee House, Jr.	1202 Shirley Ln	Midland	TX	79705-6531	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624644	Betsy H. Keller	2505 Green St	San Francisco	CA	94123-4628	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624682	Big Three Energy Group, LLC	PO Box 429	Roswell	NM	88202-0429	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624637	Brian D. Woehler Trust u/w/o William B. Oliver	340 N Rangeline Rd	Carmel	IN	46032-1747	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499624675	C. Mark Wheeler	PO Box 248	Round Rock	TX	78680-0248	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624118	Camarie Oil & Gas, LLC	2502 Camarie Ave	Midland	TX	79705-6309	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624163	Carol Rowell Tavernier	552 E Fellows Dr	Orange	CA	92865-2857	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624125	Carrie McVay, Trustee of the Carrie McVay Trust dated March 2, 2018	3225 Willard St	San Diego	CA	92122-2920	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624101	Catherine Erb	PO Box 5279	Austin	TX	78763-5279	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624194	Charles Leon House	3101 Palo Verde Gln	Midland	TX	79705-1602	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624132	Chevron U.S.A. Inc.	Attn Land Manager 1400 Smith Street	Houston	TX	77002	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624170	Chi Energy, Inc.	PO Box 1799	Midland	TX	79702-1799	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499624316	Chisos Minerals, LLC	1331 Lamar St Ste 1077	Houston	TX	77010-3135	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624354	CPC Petroleum, LLC	PO Box 100069	Houston	TX	77212-0069	A shipping label has been prepared for your item at 10:43 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624361	CRM 2018, L.P.	500 W Texas Ave Ste 1020	Midland	TX	79701-4279	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624309	CrownRock Minerals, L.P.	PO Box 51933	Midland	TX	79710-1933	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624392	David H. Essex Estate	PO Box 50577	Midland	TX	79710-0577	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624385	David Hoy Harrison Endowed Music Scholarship, Midland College	3600 N Garfield St	Midland	TX	79705-6329	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624378	Devon Energy Production Company, L.P.	333 W Sheridan Ave	Oklahoma City	OK	73102-5010	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624019	Donald R. Creamer	PO Box 10014	Midland	TX	79702-7014	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

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9402811898765499624057	Dr. Isaac A. Kawasaki	2927 Robert Pl	Honolulu	HI	96816-1719	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624064	Dynasty Partners LLC	5910 S University Blvd Unit C18432	Greenwood Village	CO	80121-2879	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624026	EOG Resources Assets LLC	5509 Champions Dr	Midland	TX	79706-2843	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624095	EOG Resources Inc.	5509 Champions Dr	Midland	TX	79706-2843	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624040	Eric S. Locker	1513 Flintridge Rd	West Lake Hills	TX	78746-4350	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624033	Estate of Dean W. Rowell	552 E Fellows Dr	Orange	CA	92865-2857	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624071	Estate of Hazel W. Brooks Kirkpatrick	53 Skyland Blvd	Tijeras	NM	87059-8106	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624415	Featherstone Development Corporation	PO Box 429	Roswell	NM	88202-0429	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

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9402811898765499624453	Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust	2493 Makiki Heights Dr	Honolulu	HI	96822-2542	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624460	Goodrich Petroleum Company of Louisiana	333 Texas St Ste 1350	Shreveport	LA	71101-3665	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624422	High Sky Childrens Ranch	8701 W County Road 60	Midland	TX	79707-1307	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624408	Howard Morris Kirkpatrick	53 Skyland Blvd	Tijeras	NM	87059-8106	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624491	Hoy B. Harrison Endowed Scholarship, Texas Christian University	Tcu Box 297044	Fort Worth	TX	76129-0001	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624446	Jalee Nicole Hill	1903 Cedar Ridge Dr Apt A	Austin	TX	78741-4366	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624484	James Cody Kirkpatrick	16885 SE 252nd Ave	Umatilla	FL	32784-9372	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624439	James F. Craft, Trustee of the Adolph P. Schuman Trust	1870 Hoone Rd Apt 824	Koloa	HI	96756-9791	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

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Postal Delivery Report

9402811898765499624477	James L. Pierce and wife, Sharon H. Pierce	2607 Ward St	Midland	TX	79705-7328	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624552	James Mark Kirkpatrick	594 S Nutwood St	Orange	CA	92869-5333	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624569	Jami Huber Owen	5546 Canada Ct	Rockwall	TX	75032-8411	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624521	Janet Lewis	PO Box 233	Driggs	ID	83422-0233	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624507	Jareed Partners, Ltd.	2407 Bellechasse Ct	Midland	TX	79705-2603	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624590	Jodi Kristen Hill	4411 S Congress Ave Apt 3103	Austin	TX	78745-1984	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624545	John Kyle Thoma, Trustee of the Cornerstone Family Trust	PO Box 558	Peyton	CO	80831-0558	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624583	Jon S. Brown	PO Box 246	Palestine	TX	75802-0246	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
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9402811898765499624538	Kane Resources, LLC	PO Box 471096	Fort Worth	TX	76147-1096	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499624576	Kim Margaret Kirkpatrick	2109 Terra Ln	High Ridge	MO	63049-1828	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625214	Llano Natural Resources, LLC	4929 S Loop 289 Ste 206	Lubbock	TX	79424	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625252	Locker Brothers	1513 Flintridge Rd	West Lake Hills	TX	78746-4350	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625221	C/O William Travis Reeves, Mable Claire Reeves	Aif1804 Cheyenne Drive	Richardson	TX	75080	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625207	Mason Oaks Energy Holdings, LLC	6125 Luther Ln Unit 188	Dallas	TX	75225-6202	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625290	McMullen Minerals, LLC	PO Box 470857	Fort Worth	TX	76147-0857	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625245	Mewbourne Oil Company	500 W Texas Ave Ste 1020	Midland	TX	79701-4279	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499625283	Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust	3608 Meadowridge Ln	Midland	TX	79707-4543	A shipping label has been prepared for your item at 10:44 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625238	Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust u/t/a dated August 25, 2010	3608 Meadowridge Ln	Midland	TX	79707-4543	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625276	Midland Memorial Foundation	2200 W Illinois Ave	Midland	TX	79701-6407	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625863	MRC Permian Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625801	MSH Family Real Estate Partnership II, LLC	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625894	Nelda Lee Davis	4703 Boulder Dr	Midland	TX	79707-3308	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625849	Oxy Y-1 Company	5 Greenway Plz Ste 110	Houston	TX	77046-0521	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625832	Parrot Head Resources, LLC	PO Box 429	Roswell	NM	88202-0429	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499625870	Paul R. Barwis C/O Dutton Harris & Company O	PO Box 230	Midland	TX	79702-0230	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625719	Pegasus Resources, LLC	2821 W 7th St Ste 500	Fort Worth	TX	76107-8913	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625757	Prospector LLC	PO Box 429	Roswell	NM	88202-0429	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625764	Ross K. Locker	PO Box 490	Jefferson	TX	75657-0490	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625726	Serenity Resources, LLC	PO Box 5240	Midland	TX	79704-5240	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625702	Sharbro Energy, LLC	PO Box 840	Artesia	NM	88211-0840	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625795	Silverado Oil & Gas, LLP	PO Box 52308	Tulsa	OK	74152-0308	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625740	SMP Sidecar Titan Mineral Holdings, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499625788	SMP Titan Flex, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625917	SMP Titan Mineral Holdings, LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625962	Southwest Royalties, Inc.	PO Box 53570	Midland	TX	79710-3570	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625900	Starrett Royalty, LLC	PO Box 700093	Tulsa	OK	74170-0093	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625993	State of New Mexico - Commisioner of Public Lands	PO Box 1148	Santa Fe	NM	87504-1148	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625986	Taybecs Royalties, LLC	PO Box 220	Jenks	OK	74037-0220	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625931	Texas Christian University Department of Athletics	2800 S University Dr	Fort Worth	TX	76129-0001	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625979	True North Exploration, Inc.	PO Box 5061	Midland	TX	79704-5061	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

MRC - Bo Howard Amendment Commingling
Postal Delivery Report

9402811898765499625610	Trustee of the E. G. Holden Testamentary Trust	2505 Green St	San Francisco	CA	94123-4628	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625658	Tumbler Energy Partners, LLC	3811 Turtle Creek Blvd Ste 1100	Dallas	TX	75219-4487	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625627	United States of America - Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625603	Warren Ventures, Ltd.	808 W Wall St	Midland	TX	79701-6634	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625696	WilderPan, LLC	PO Box 50088	Midland	TX	79710-0088	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625641	William R. Bergman	PO Box 1799	Midland	TX	79702-1799	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.
9402811898765499625689	XTO Holdings, LLC	22777 Springwoods Village Pkwy	Spring	TX	77389-1425	A shipping label has been prepared for your item at 10:45 am on October 23, 2023 in COMMERCE CITY, CO 80022. USPS does not have the package yet; contact the shipper or shipping partner with any inquiries.

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Paula M. Vance](#)
Cc: [McClure, Dean, EMNRD](#); [Rikala, Ward, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O; Walls, Christopher](#)
Subject: Approved Administrative Order CTB-1055-A
Date: Friday, January 5, 2024 3:06:16 PM
Attachments: [CTB1055A Order.pdf](#)

NMOCD has issued Administrative Order CTB-1055-A 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
30-015-49427	Bo Howard 1211 Federal Com #121H	N/2 NE/4 N/2 N/2	11-21S-27E 12-21S-27E	3713
30-015-49428	Bo Howard 1211 Federal Com #122H	S/2 NE/4 S/2 N/2	11-21S-27E 12-21S-27E	3713
30-015-54100	Bo Howard 1211 Federal Com #113H	N/2 SE/4 N/2 S/2	11-21S-27E 12-21S-27E	3713
30-015-54223	Bo Howard 1211 Federal Com #124H	S/2 SE/4 S/2 S/2	11-21S-27E 12-21S-27E	3713

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

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005851419

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HOLLAND AND HART
PO BOX 2208

SANTA FE, NM 87504-2208

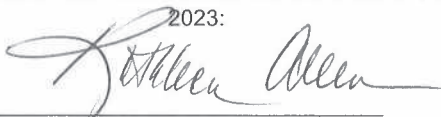
I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

10/31/2023



Legal Clerk

Subscribed and sworn before me this October 31,
2023:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

Ad # 0005851419
PO #: CTB-1055
of Affidavits 1

This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Legal Notice (Publication)

To: All affected parties, including: Abo Petroleum, LLC; Anthracite Energy Partners, Inc.; Bantam Royalties, LLC; BAS Energy, LP; Bernard Lee House, Jr.; Betsy H. Keller, her heirs and devisees; Big Three Energy Group, LLC; Brian D. Woehler Trust u/w/o William B. Oliver; C. Mark Wheeler, his or her heirs and devisees; Camarie Oil & Gas, LLC; Carol Rowell Tavernier, her heirs and devisees; Carrie McVay, Trustee of the Carrie McVay Trust dated March 2, 2018; Catherine Erb, her heirs and devisees; Charles Leon House, his heirs and devisees; Chevron U.S.A. Inc.; Chi Energy, Inc.; Chisos Minerals, LLC; CPC Petroleum, LLC; CRM 2018, L.P.; CrownRock Minerals, L.P.; David H. Essex Estate, his heirs and devisees; David Hoy Harrison Endowed Music Scholarship, Midland College; Devon Energy Production Company, L.P.; Donald R. Creamer, his heirs and devisees; Dr. Isaac A. Kawasaki, his heirs and devisees; Dynasty Partners LLC; EOG Resources - Assets LLC; EOG Resources, Inc.; Eric S. Locker, his heirs and devisees; Estate of Dean W. Rowell, his heirs and devisees; Estate of Hazel W. Brooks Kirkpatrick, her heirs and devisees; Featherstone Development Corporation; Frances B. Bunn, Trustee of the Frances B. Bunn Revocable Living Trust; Goodrich Petroleum Company of Louisiana; High Sky Children's Ranch; Howard Morris Kirkpatrick, his heirs and devisees; Hoy B. Harrison Endowed Scholarship, Texas Christian University; Jalee Nicole Hill, his or her heirs and devisees; James Cody Kirkpatrick, his heirs and devisees; James F. Craft, Trustee of the Adolph P. Schuman Trust; James L. Pierce and wife, Sharon H. Pierce, their heirs and devisees; James Mark Kirkpatrick, his heirs and devisees; Jami Huber Owen, his or her heirs and devisees; Janet Lewis, her heirs and devisees; Jareed Partners, Ltd.; Jodi Kristen Hill, her heirs and devisees; John Kyle Thoma, Trustee of the Cornerstone Family Trust; Jon S. Brown, his heirs and devisees; Kane Resources, LLC; Kim Margaret Kirkpatrick, her heirs and devisees; Llano Natural Resources, LLC; Locker Brothers, his or her heirs and devisees; Mable Claire Reeves, her heirs and devisees; Mason Oaks Energy Holdings, LLC; McMullen Minerals, LLC; Mewbourne Oil Company; Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust; Michael D. Hayes and Kathryn A. Hayes, Co-Trustees of the Hayes Revocable Trust u/t/a dated August 25, 2010; Midland Memorial Foundation; MRC Permian Company; MSH Family Real Estate Partnership II, LLC; Nelda Lee Davis, his or her heirs and devisees; Oxy Y-1 Company; Parrot Head Resources, LLC; Paul R. Barvis, his heirs and devisees; Pegasus Resources, LLC; Prospector LLC; Ross K. Locker, his heirs and devisees; Serenity Resources, LLC; Sharbro Energy, LLC; Silverado Oil & Gas, LLP; SMP Sidecar Titan Mineral Holdings, LP; SMP Titan Flex, LP; SMP Titan Mineral Holdings, LP; Southwest Royalties, Inc.; Starrett Royalty, LLC; State of New Mexico - Commissioner of Public Lands; Taybecs Royalties, LLC; Texas Christian University Department of Athletics; True North Exploration, Inc.; Trustee of the E. G. Holden Testamentary Trust; Tumbler Energy Partners, LLC; United States of America - Bureau of Land Management; Warren Ventures, Ltd.; WilderPan, LLC; William R. Bergman, his heirs and devisees, and XTO Holdings, LLC.

Application of Matador Production Company to amend NMOCD Order CTB-1055 and for administrative approval to surface commingle (lease) oil and gas production from the spacing units comprising the E/2 of Section 11 and all of Section 12, Township 21 South, Range 27 East, NMPM, Eddy County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Administrative Order CTB-1055 ("Order CTB-1055"). Order CTB-1055 authorizes lease commingling and off-lease measurement, at the Bo Howard Central Tank Battery of production from the Avalon; Bone Spring, East [3713] pool from all existing and future infill wells drilled in the following spacing units:

(a) The 240-acre, more or less, spacing unit underlying the N/2 NE/4 of Section 11 and the N/2 N/2 of Section 12, Township 21 South, Range 27 East - currently dedicated to the Bo Howard 1211 Fed Com 121H well (API No. 30-015-49427);

(b) The 240-acre, more or less, spacing unit underlying the S/2 NE/4 of Section 11 and the S/2 N/2 of Section 12, Township 21 South, Range 27 East - currently dedicated to the Bo Howard 1211 Fed Com 122H well (API No. 30-015-49428); and

(c) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Bo Howard Central Tank Battery with notice provided only to the interest owners whose interest in the production is to be added.

Pursuant to 19.15.12.10.C(4)(g), Matador seeks to amend the terms of Order CTB-1055 to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing unit:

(a) The 240-acre, more or less, spacing unit underlying the N/2 SE/4 of Section 11 and the N/2 S/2 of Section 12, Township 21 South, Range 27 East - currently dedicated to the Bo Howard 1211 Fed Com 113H well (API No. 30-015-PENDING); and

(b) The 240-acre, more or less, spacing unit underlying the S/2 SE/4 of Section 11 and the S/2 S/2 of Section 12, Township 21 South, Range 27 East - currently dedicated to the Bo Howard 1211 Fed Com 124H well (API No. 30-015-PENDING).

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

#5851419, Current Argus, October 31, 2023

**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-1055-A**

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.

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. This Order supersedes Order CTB-1055.
3. 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 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.

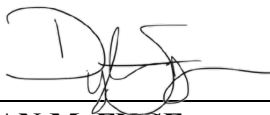
Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
9. 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.

10. 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.
11. 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.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. 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).
14. 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**



**DYLAN M. FUGE
DIRECTOR (ACTING)**

DATE: 1/5/24

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1055-A

Operator: Matador Production Company (228937)

Central Tank Battery: Bo Howard Tank Battery

Central Tank Battery Location: UL A, Section 12, Township 21 South, Range 27 East

Gas Title Transfer Meter Location: UL A, Section 12, Township 21 South, Range 27 East

Pools

Pool Name	Pool Code
AVALON; BONE SPRING, EAST	3713

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105447708 (017095)	N/2, K L M	12-21S-27E
NMNM 105545747 (109425)	SE/4, N	12-21S-27E
NMNM 105733295 (014768B)	NE/4	11-21S-27E
V0 5010 0001	N/2 SE/4	11-21S-27E
K0 3633 0007	S/2 SE/4	11-21S-27E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49427	Bo Howard 1211 Federal Com #121H	N/2 NE/4	11-21S-27E	3713
		N/2 N/2	12-21S-27E	
30-015-49428	Bo Howard 1211 Federal Com #122H	S/2 NE/4	11-21S-27E	3713
		S/2 N/2	12-21S-27E	
30-015-54100	Bo Howard 1211 Federal Com #113H	N/2 SE/4	11-21S-27E	3713
		N/2 S/2	12-21S-27E	
30-015-54223	Bo Howard 1211 Federal Com #124H	S/2 SE/4	11-21S-27E	3713
		S/2 S/2	12-21S-27E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **CTB-1055-A**
Operator: **Matador Production Company (228937)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105771638	N/2 NE/4 N/2 N/2	11-21S-27E 12-21S-27E	240	A
CA Bone Spring NMNM 105771639	S/2 NE/4 S/2 N/2	11-21S-27E 12-21S-27E	240	B
CA Bone Spring BLM	N/2 SE/4 N/2 S/2	11-21S-27E 12-21S-27E	240	C
CA Bone Spring BLM	S/2 SE/4 S/2 S/2	11-21S-27E 12-21S-27E	240	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 017095	N/2 N/2	12-21S-27E	160	A
NMNM 014768B	N/2 NE/4	11-21S-27E	80	A
NMNM 017095	S/2 N/2	12-21S-27E	180	B
NMNM 014768B	S/2 NE/4	11-21S-27E	80	B
NMNM 105545747 (109425)	N/2 SE/4	12-21S-27E	80	C
NMNM 105447708 (017095)	N/2 SW/4	12-21S-27E	80	C
V0 5010 0001	N/2 SE/4	11-21S-27E	80	C
K0 3633 0007	S/2 SE/4	11-21S-27E	80	D
NMNM 105545747 (109425)	N O P	12-21S-27E	120	D
NMNM 105447708 (017095)	M	12-21S-27E	40	D

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
District IV
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 278885

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 278885
	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.	1/5/2024