

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

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	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

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
e-mail Address



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

November 17, 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-1083 and for administrative approval to surface commingle (lease and pool) oil and gas production from the spacing units comprising the E/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the “Lands”)**

Dear Mr. Fuge:

Matador Production Company (OGRID No. 228937) (“Matador”) seeks to amend Administrative Order CTB-1083 (“Order CTB-1083”), attached as **Exhibit 1**. Order CTB-1083 authorizes lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the **Pony Express East Tank Battery** of production from *all existing and future wells drilled in the following spacing units*:

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

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

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

Pursuant to 19.15.12.7, Matador seeks to amend the terms of Order CTB-1083 to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing units:



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

(a) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 4 and 9, in the Gem; Bone Spring [27220] – currently dedicated to the **Silver Fed Com #114H** (API. No. 30-025-51289) and **Silver Fed Com #124H** (API. No. 30-025-51290);

(b) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 16 and 21, in the Gem; Bone Spring [27220] – currently dedicated to the **Silver Fed Com #403H** (API. No. 30-025-48923) and **Silver Fed Com #504H** (API. No. 30-025-48926).

Oil and gas production from these spacing units will be commingled and sold at the **Pony Express East Tank Battery** located in the NW/4 NE/4 (Unit B) of Section 16, Township 20 South, Range 33 East. Production from the wellbores will flow into a wellhead test separator, which will separate the oil, gas, and water. Gas production from the separators 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. Gas and oil production will then be allocated on a daily basis based on the most recent individual well tests of oil, gas and water.

**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 Ryan Hernandez, Senior Facilities Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and 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 the wells to be added to Order CTB-1083, 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 State Land Office and 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 that reads "Paula M. Vance".

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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-1083**

**ORDER**

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

**FINDINGS OF FACT**

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

**CONCLUSIONS OF LAW**

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

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

### **ORDER**

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

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

DATE: 3/30/23

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: CTB-1083**  
**Operator: Matador Production Company (228937)**  
**Central Tank Battery: Pony Express East Tank Battery**  
**Central Tank Battery Location: UL B, Section 16, Township 20 South, Range 33 East**  
**Gas Title Transfer Meter Location: UL B, Section 16, Township 20 South, Range 33 East**

### Pools

Pool Name	Pool Code
TEAS;BONE SPRING, WEST	96399

### Leases as defined in 19.15.12.7(C) NMAC

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

### Wells

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: CTB-1083  
Operator: Matador Production Company (228937)

### Pooled Areas

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

### Leases Comprising Pooled Areas

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

# Pony East / Silver Commingling Map

Date Published:  
11/3/2023

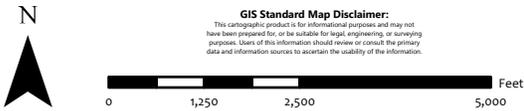
19S 33E



- ~ 160 Acre Spacing Unit
- NMNM 111243
- State E05231-0018
- Fee Acreage
- NMNM 104724
- NMNM 051844
- NMNM 104718
- NMNM 094851
- State E-3441-8
- State E-3441-5
- State V052412
- NMNM 013280
- NMNM 134877
- Flowline
- Well Pad
- Facility Pad
- Surface Locations
- Bottom Locations
- Wellbores



EXHIBIT  
**2**



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

## 1:30,000

1 inch equals 2,500 feet

Map Prepared by: americo.gamarral  
 Date: November 3, 2023  
 Project: \\gis\UserData\agamarra\~temp\20221215 Pony East Commingling Map\Pony East Commingling.aprx  
 Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 Feet  
 Sources: IHS; ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department;  
 Texas Cooperative Wildlife Collection, Texas A&M University;  
 United States Census Bureau (TIGER);

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-1083  
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
TEAS; BONE SPRING, WEST [96399]	40.4°	40.4° oil 1,434 BTU/CF	\$69.26/bbl oil Deemed 40°/Sweet (Mar '23 realized price)	2,000 bopd
TEAS; BONE SPRING, WEST [96399]	1,434 BTU/CF			2,500 mcf/d
GEM; BONE SPRING [27220]	40.4°		\$2.40/mcf (Mar '23 realized price)	3,500 bopd
GEM; BONE SPRING [27220]	1,434 BTU/CF			4,000 mcf/d

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE:  TITLE: Production Engineer DATE: 9-25-23  
 TYPE OR PRINT NAME Ryan Hernandez TELEPHONE NO.: (972) 371-5200  
 E-MAIL ADDRESS: rhernandez@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](mailto:rhernandez@matadorresources.com)

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**Ryan Hernandez**  
Sr. Facilities Engineer

September 25, 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-1083 to surface commingle (lease commingle) production from the spacing units comprised of in the E/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (Subject Application or CAA)**

To Whom This May Concern,

Under NMOCD Order No. CTB-1083, Matador Production Company (“Matador”), OGRID: 228937, was authorized to surface commingle production from the Bone Spring formation in the E/2 of Sections 16 & 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico. Pursuant to this application, Matador seeks to amend Order No. CTB-1083 to gain authority to also surface commingle production from the Bone Spring formation in the E/2 of Sections 4 & 9, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico, as described below.

Specifically, Matador requests to surface commingle current and upcoming production from eight (8) distinct wells located on the Lands and future production from the Lands as described herein.

All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the Delek gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

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

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

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'Ryan Hernandez', with a stylized flourish at the end.

Ryan Hernandez  
Sr. Facilities Engineer



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

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

Sample: Pony Express Federal COM No. 504H  
First Stage Separator  
Spot Gas Sample @ 110 psig & 98°F

Date Sampled: 04/24/2023

Job Number: 232030.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	3.392	
Carbon Dioxide	0.624	
Methane	66.357	
Ethane	14.161	3.881
Propane	8.755	2.472
Isobutane	1.037	0.348
n-Butane	2.805	0.906
2-2 Dimethylpropane	0.014	0.006
Isopentane	0.593	0.222
n-Pentane	0.664	0.247
Hexanes	0.449	0.189
Heptanes Plus	<u>1.149</u>	<u>0.459</u>
Totals	100.000	8.730

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity -----	3.311 (Air=1)
Molecular Weight -----	95.42
Gross Heating Value -----	5070 BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity -----	0.854 (Air=1)
Compressibility (Z) -----	0.9950
Molecular Weight -----	24.62
Gross Heating Value	
Dry Basis -----	1434 BTU/CF
Saturated Basis -----	1410 BTU/CF

\*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)  
Results: 0.157 Gr/100 CF, 2.5 PPMV or 0.0003 Mol%

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) R. Elizondo  
Analyst: LG  
Processor: DS  
Cylinder ID: T-5880



Certified: FESCO, Ltd. - Alice, Texas

Conan Pierce 361-661-7015

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286  
TOTAL REPORT**

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	3.392		3.859
Carbon Dioxide	0.624		1.115
Methane	66.357		43.234
Ethane	14.161	3.881	17.294
Propane	8.755	2.472	15.679
Isobutane	1.037	0.348	2.448
n-Butane	2.805	0.906	6.621
2,2 Dimethylpropane	0.014	0.006	0.041
Isopentane	0.593	0.222	1.738
n-Pentane	0.664	0.247	1.946
2,2 Dimethylbutane	0.003	0.001	0.010
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.078	0.033	0.273
2 Methylpentane	0.131	0.056	0.458
3 Methylpentane	0.074	0.031	0.259
n-Hexane	0.163	0.069	0.570
Methylcyclopentane	0.136	0.049	0.465
Benzene	0.152	0.044	0.482
Cyclohexane	0.184	0.064	0.629
2-Methylhexane	0.022	0.010	0.090
3-Methylhexane	0.027	0.013	0.110
2,2,4 Trimethylpentane	0.024	0.013	0.111
Other C7's	0.058	0.026	0.234
n-Heptane	0.051	0.024	0.208
Methylcyclohexane	0.156	0.064	0.622
Toluene	0.104	0.036	0.389
Other C8's	0.107	0.051	0.479
n-Octane	0.018	0.009	0.084
Ethylbenzene	0.013	0.005	0.056
M & P Xylenes	0.017	0.007	0.073
O-Xylene	0.005	0.002	0.022
Other C9's	0.047	0.024	0.241
n-Nonane	0.006	0.003	0.031
Other C10's	0.017	0.010	0.098
n-Decane	0.002	0.001	0.012
Undecanes (11)	<u>0.003</u>	<u>0.002</u>	<u>0.019</u>
Totals	100.000	8.730	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.854	(Air=1)
Compressibility (Z) -----	0.9950	
Molecular Weight -----	24.62	
Gross Heating Value		
Dry Basis -----	1434	BTU/CF
Saturated Basis -----	1410	BTU/CF

**FESCO, Ltd.**

**1100 Fesco Ave. - Alice, Texas 78332**

**Sample:** Pony Express Federal COM No. 504H  
 First Stage Separator  
 Spot Gas Sample @ 110 psig & 98°F

Date Sampled: 04/24/2023

Job Number: 232030.001

**GLYCALC FORMAT**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>	<b>Wt %</b>
Carbon Dioxide	0.624		1.115
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	3.392		3.859
Methane	66.357		43.234
Ethane	14.161	3.881	17.294
Propane	8.755	2.472	15.679
Isobutane	1.037	0.348	2.448
n-Butane	2.819	0.912	6.662
Isopentane	0.593	0.222	1.738
n-Pentane	0.664	0.247	1.946
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.163	0.069	0.570
Cyclohexane	0.184	0.064	0.629
Other C6's	0.286	0.121	1.000
Heptanes	0.294	0.122	1.107
Methylcyclohexane	0.156	0.064	0.622
2,2,4 Trimethylpentane	0.024	0.013	0.111
Benzene	0.152	0.044	0.482
Toluene	0.104	0.036	0.389
Ethylbenzene	0.013	0.005	0.056
Xylenes	0.022	0.009	0.095
Octanes Plus	<u>0.200</u>	<u>0.102</u>	<u>0.964</u>
Totals	100.000	8.730	100.000

**Real Characteristics Of Octanes Plus:**

Specific Gravity -----	4.113	(Air=1)
Molecular Weight -----	118.54	
Gross Heating Value -----	6221	BTU/CF

**Real Characteristics Of Total Sample:**

Specific Gravity -----	0.854	(Air=1)
Compressibility (Z) -----	0.9950	
Molecular Weight -----	24.62	
Gross Heating Value		
Dry Basis -----	1434	BTU/CF
Saturated Basis -----	1410	BTU/CF

District I  
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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

Revised As of  
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D

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30-025-48942</b>		2 Pool Code <b>96399</b>		3 Pool Name <b>TEAS; BONE SPRING, WEST</b>	
4 Property Code <b>330652</b>		5 Property Name <b>PONY EXPRESS FED COM</b>		6 Well Number <b>604H</b>	
7 OGRID No. <b>325830</b>		8 Operator Name <b>ASCENT ENERGY</b>		9 Elevation <b>3543.9'</b>	

"Surface Location"

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	9	20S	33E		155	SOUTH	1544	EAST	LEA

"Bottom Hole Location If Different From Surface"

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	21	20S	33E		50	SOUTH	990	EAST	LEA
12 Dedicated Acres 320		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.

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

● = SURFACE HOLE LOCATION  
◇ = FTP/LTP  
○ = BOTTOM HOLE LOCATION  
▲ = SECTION CORNER LOCATED

NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.98" (32.580828°)	LONGITUDE = 103°39'52.93" (103.664703°)
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.54" (32.580706°)	LONGITUDE = 103°39'51.15" (103.662409°)
STATE PLANE NAD 83 (N.M. EAST)	N: 575683.16' E: 747289.64'
STATE PLANE NAD 27 (N.M. EAST)	N: 575620.72' E: 706109.11'

NAD 83 (FIRST TAKE POINT)	
LATITUDE = 32°34'48.46" (32.580126°)	LONGITUDE = 103°39'46.45" (103.662903°)
NAD 27 (FIRST TAKE POINT)	
LATITUDE = 32°34'48.02" (32.580004°)	LONGITUDE = 103°39'44.67" (103.662409°)
STATE PLANE NAD 83 (N.M. EAST)	N: 575431.32' E: 747845.63'
STATE PLANE NAD 27 (N.M. EAST)	N: 575368.88' E: 706665.09'

NAD 83 (LAST TAKE POINT)	
LATITUDE = 32°33'05.91" (32.551643°)	LONGITUDE = 103°39'46.39" (103.662886°)
NAD 27 (LAST TAKE POINT)	
LATITUDE = 32°33'05.47" (32.551520°)	LONGITUDE = 103°39'44.62" (103.662393°)
STATE PLANE NAD 83 (N.M. EAST)	N: 565068.56' E: 747916.15'
STATE PLANE NAD 27 (N.M. EAST)	N: 565006.42' E: 706735.31'

NAD 83 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°33'05.42" (32.551505°)	LONGITUDE = 103°39'46.39" (103.662886°)
NAD 27 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°33'04.98" (32.551383°)	LONGITUDE = 103°39'44.62" (103.662393°)
STATE PLANE NAD 83 (N.M. EAST)	N: 565018.57' E: 747916.47'
STATE PLANE NAD 27 (N.M. EAST)	N: 564956.43' E: 706735.63'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S65°23'21"E	610.48'
L2	S00°07'57"E	50.00'
L3	S89°56'52"W	2645.72'

SCALE  
DRAWN BY: R.J. 02-21-20

"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.

*Bon Metz* 3-31-2020  
Signature Date

Ben Metz  
Printed Name

bmetz@ascenergy.us  
E-mail Address

"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 and correct to the best of my belief.

February 02, 2020  
Date of Survey  
Signature and Seal of Professional Surveyor:

Certificate Number:

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

<sup>1</sup> APL No. <b>30-025-48940</b>	<sup>2</sup> Pool Code <b>96399</b>	<sup>3</sup> Pool Name <b>TEAS ; BONE SPRING, WEST</b>
<sup>4</sup> Property Code <b>330652</b>	<sup>5</sup> Property Name <b>PONY EXPRESS FED COM</b>	
<sup>7</sup> OGRID No. <b>325830</b>	<sup>8</sup> Operator Name <b>ASCENT ENERGY</b>	<sup>6</sup> Well Number <b>505H</b>
		<sup>9</sup> Elevation <b>3543.7'</b>

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	9	20S	33E		155	SOUTH	1569	EAST	LEA

<sup>11</sup>Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	21	20S	33E		50	SOUTH	1254	EAST	LEA
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.

**NOTE:**  
Distances referenced on plat to section lines are perpendicular.  
Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

● = SURFACE HOLE LOCATION  
◇ = FTP/LTP  
○ = BOTTOM HOLE LOCATION  
▲ = SECTION CORNER LOCATED

NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.98" (32.580828°)	
LONGITUDE = 103°39'53.22" (103.664784°)	
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.54" (32.580706°)	
LONGITUDE = 103°39'51.44" (103.664290°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 575683.01' E: 747264.65'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 575620.58' E: 706084.11'	

NAD 83 (FIRST TAKE POINT)	
LATITUDE = 32°34'48.46" (32.580127°)	
LONGITUDE = 103°39'49.54" (103.663760°)	
NAD 27 (FIRST TAKE POINT)	
LATITUDE = 32°34'48.02" (32.580005°)	
LONGITUDE = 103°39'47.76" (103.663266°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 575429.86' E: 747581.69'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 575367.43' E: 706401.14'	

NAD 83 (LAST TAKE POINT)	
LATITUDE = 32°33'05.92" (32.551643°)	
LONGITUDE = 103°39'49.47" (103.663743°)	
NAD 27 (LAST TAKE POINT)	
LATITUDE = 32°33'05.48" (32.551521°)	
LONGITUDE = 103°39'47.70" (103.663250°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 565067.20' E: 747652.20'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 565005.06' E: 706471.36'	

NAD 83 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°33'05.42" (32.551506°)	
LONGITUDE = 103°39'49.47" (103.663743°)	
NAD 27 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°33'04.98" (32.551384°)	
LONGITUDE = 103°39'47.70" (103.663250°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 565017.21' E: 747652.52'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 564955.08' E: 706471.69'	

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S51°09'03"E	405.78'
L2	S00°07'57"E	50.00'
L3	S89°56'52"W	2645.72'

SCALE  
DRAWN BY: R.J. 02-21-20

**<sup>17</sup>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.

*Ben Metz* 3-31-2020  
Signature Date

Ben Metz  
Printed Name

bmetz@ascenenergy.us  
E-mail Address

**<sup>18</sup>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 and correct to the best of my belief.

February 02, 2020  
Date of Survey  
Signature and Seal of Professional Surveyor:

Certificate Number:

Page 5 of 10

District I
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District IV
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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

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AMENDED REPORT

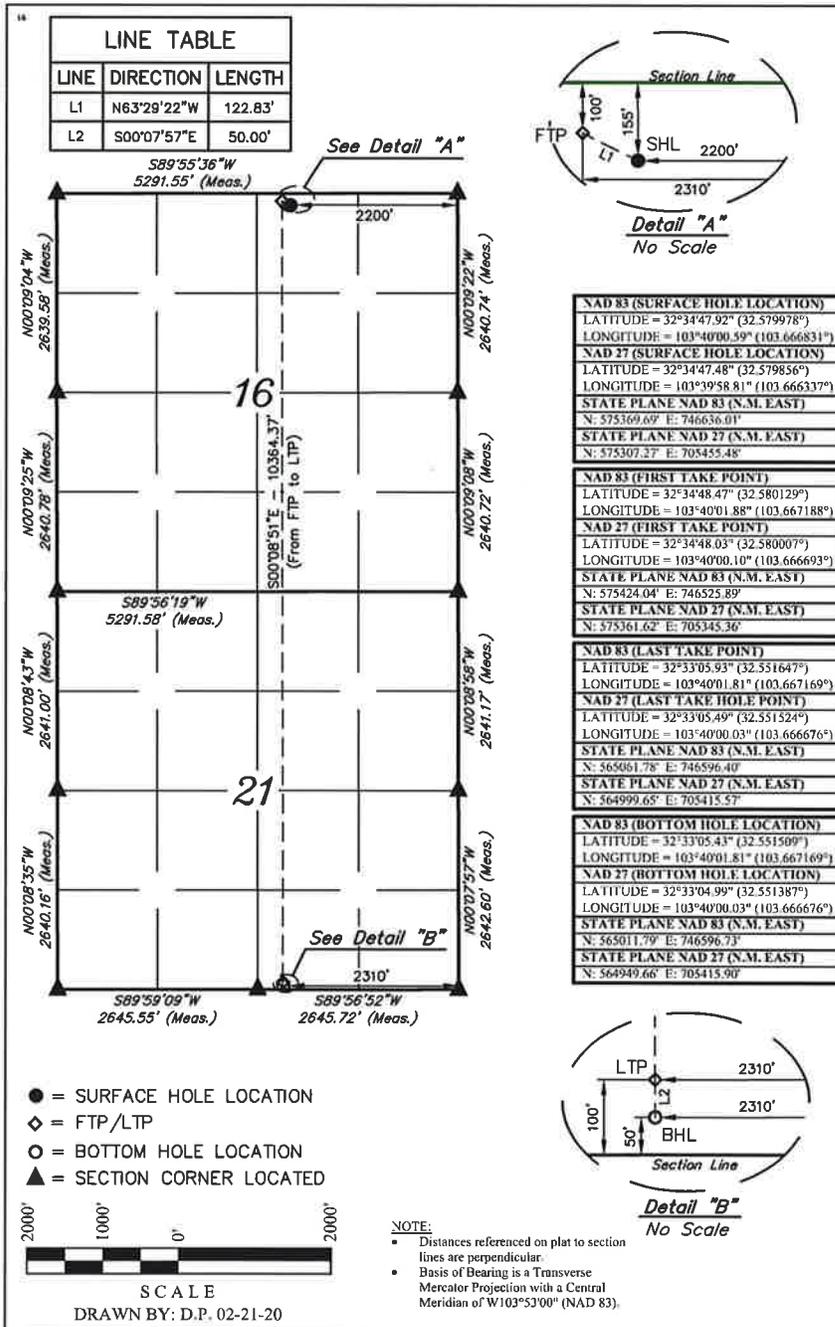
WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-025-49051), Pool Code (96399), and Well Name (TEAS; BONE SPRING, WEST). Includes Property Code (330652), Property Name (PONY EXPRESS FED COM), Well Number (603H), GRID No. (325830), Operator Name (ASCENT ENERGY), and Elevation (3541.9').

Surface Location table with columns: UL or lot no. (B), Section (16), Township (20S), Range (33E), Lot Idn, Feet from the (155), North/South line (NORTH), Feet from the (2200), East/West line (EAST), County (LEA).

Bottom Hole Location If Different From Surface table with columns: UL or lot no. (O), Section (21), Township (20S), Range (33E), Lot Idn, Feet from the (50), North/South line (SOUTH), Feet from the (2310), East/West line (EAST), County (LEA). Includes Dedicated Acres (320), Joint or Infill, Consolidation Code, and 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.



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.

Ben Metz 3-31-2020
Signature Date

Ben Metz
Printed Name
bmetz@ascenergy.us
E-mail Address

Table of coordinates for NAD 83 and NAD 27 for Surface Hole Location, First Take Point, Last Take Point, and Bottom Hole Location for both sections 16 and 21.

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 and correct to the best of my belief.

February 03, 2020
Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

Received by OCD: 5/4/2021 10:49:13 AM

Released to Imaging: 6/18/2021 3:29:18 PM

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AMENDED REPORT

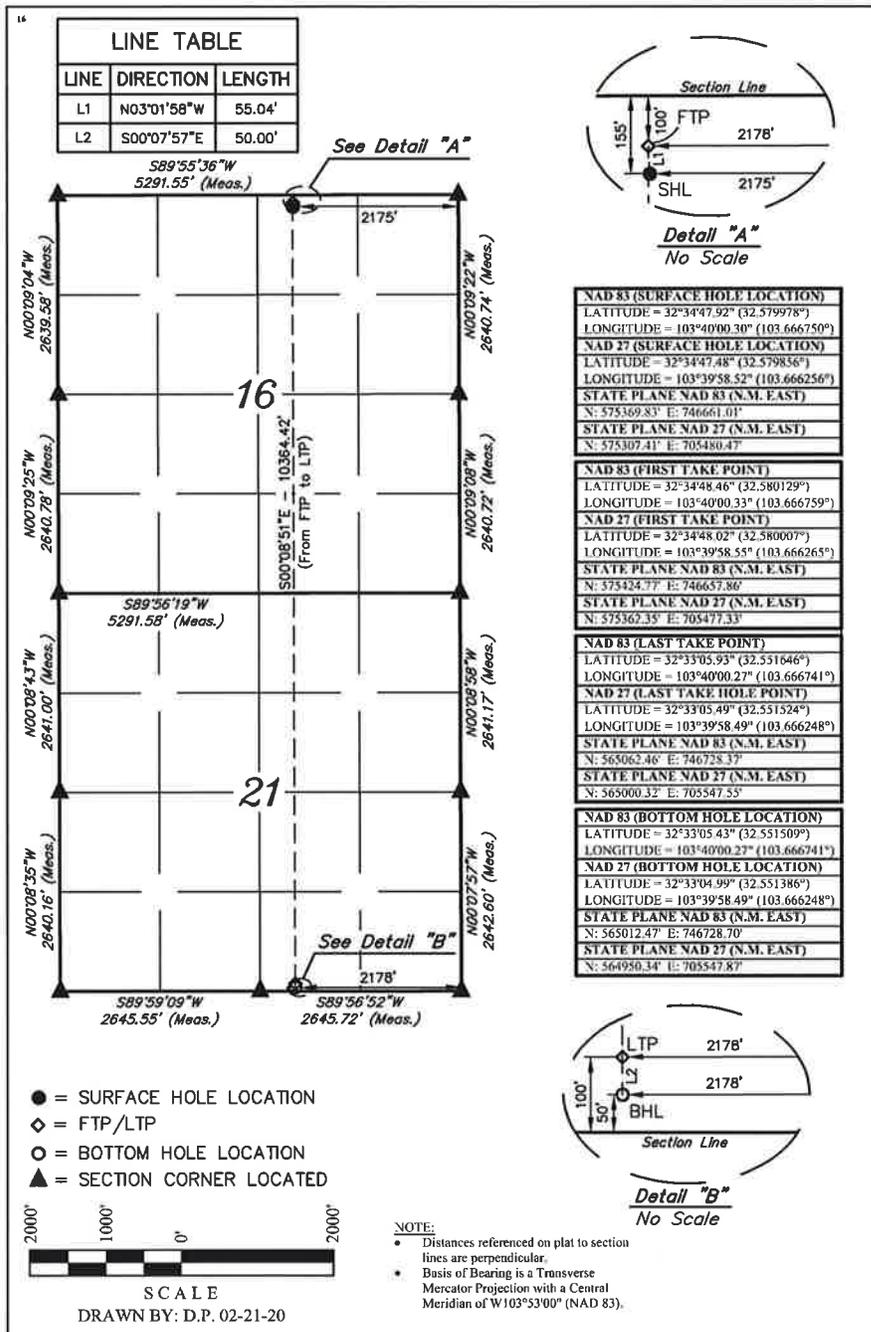
WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-49049</b>	<sup>2</sup> Pool Code <b>96399</b>	<sup>3</sup> Pool Name <b>TEAS;BONE SPRING, WEST</b>
<sup>4</sup> Property Code <b>330652</b>	<sup>5</sup> Property Name PONY EXPRESS FED COM	
<sup>7</sup> OGRM No. <b>325830</b>	<sup>8</sup> Operator Name ASCENT ENERGY	<sup>6</sup> Well Number 504H <sup>9</sup> Elevation 3541.9'

"Surface Location									
UL or lot no. B	Section 16	Township 20S	Range 33E	Lot Idn	Feet from the 155	North/South line NORTH	Feet from the 2175	East/West line EAST	County LEA

"Bottom Hole Location If Different From Surface									
UL or lot no. O	Section 21	Township 20S	Range 33E	Lot Idn	Feet from the 50	North/South line SOUTH	Feet from the 2178	East/West line EAST	County LEA
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.



**"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.

*Ben Metz* 3-31-2020  
Signature Date

Ben Metz  
Printed Name  
bmetz@ascenergy.us  
E-mail Address

**"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 and correct to the best of my belief.

February 03, 2020

Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:

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

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

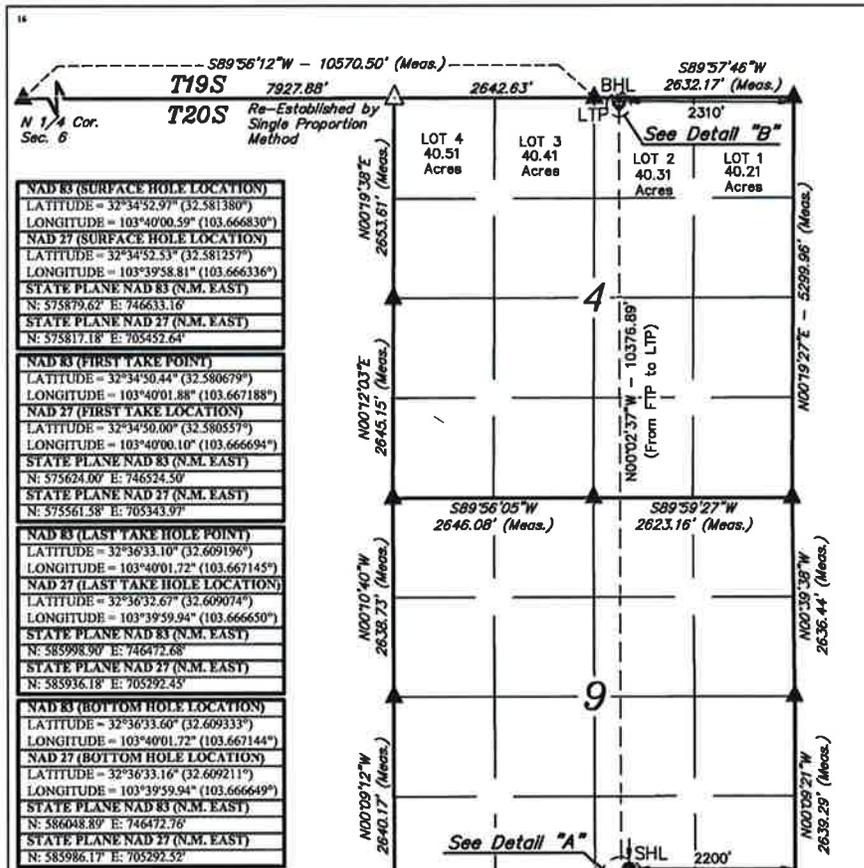
1 API Number <b>30-025-48923</b>		2 Well No. <b>27220</b>		3 Pool Name <b>GEM:BONE SPRING</b>	
4 Property Code <b>330787</b>		5 Property Name <b>SILVER FED COM</b>		6 Well Number <b>403H</b>	
7 OGRID No. <b>325830</b>		8 Operator Name <b>ASCENT ENERGY</b>		9 Elevation <b>3542.1'</b>	

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	9	20S	33E		355	SOUTH	2200	EAST	LEA

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	4	20S	33E		50	NORTH	2310	EAST	LEA
12 Dedicated Acres 320.31		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.

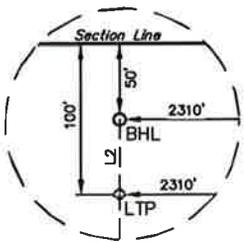
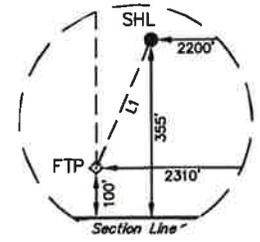


NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'52.97" (32.581380°)	LONGITUDE = 103°40'00.59" (103.666830°)
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'52.53" (32.581257°)	LONGITUDE = 103°39'58.81" (103.666336°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 575879.62' E: 746633.16'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 575817.18' E: 705452.64'	
NAD 83 (FIRST TAKE POINT)	
LATITUDE = 32°34'50.44" (32.580679°)	LONGITUDE = 103°40'01.88" (103.667188°)
NAD 27 (FIRST TAKE LOCATION)	
LATITUDE = 32°34'50.00" (32.580557°)	LONGITUDE = 103°40'00.10" (103.666694°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 575624.00' E: 746524.50'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 575561.58' E: 705343.97'	
NAD 83 (LAST TAKE HOLE POINT)	
LATITUDE = 32°36'33.10" (32.609196°)	LONGITUDE = 103°40'01.72" (103.667145°)
NAD 27 (LAST TAKE HOLE LOCATION)	
LATITUDE = 32°36'32.67" (32.609074°)	LONGITUDE = 103°39'59.94" (103.666650°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 585998.90' E: 746472.68'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 585936.18' E: 705292.45'	
NAD 83 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°36'33.60" (32.609333°)	LONGITUDE = 103°40'01.72" (103.667144°)
NAD 27 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°36'33.16" (32.609211°)	LONGITUDE = 103°39'59.94" (103.666649°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 586048.89' E: 746472.76'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 585986.17' E: 705292.52'	

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S23°16'21"W	277.80'
L2	N00°19'27"E	50.00'

NOTE:  
• Distances referenced on plat to section lines are perpendicular.  
• Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W 103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
- ◇ = FTP/LTP
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- △ = SECTION CORNER RE-ESTABLISHED. (Not Set on Ground.)



SCALE  
DRAWN BY: S.S. 02-19-20

**"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.  
*Ben Metz* 3-31-2020  
Signature Date  
Ben Metz  
Printed Name  
bmetz@ascenergy.us  
E-mail Address

**"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 and correct to the best of my belief.  
February 3, 2020  
Date of Survey  
Signature and Seal of Professional Surveyor:



Certificate Number:

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number <b>30-025-48926</b>		2 Pool Code <b>27220</b>		GEM; BONE SPRING	
3 Property Code <b>330787</b>		4 Property Name SILVER FED COM		5 Well Number 504H	
6 GRID No. <b>325830</b>		7 Operator Name ASCENT ENERGY		8 Elevation 3540.7'	

9 Surface Location

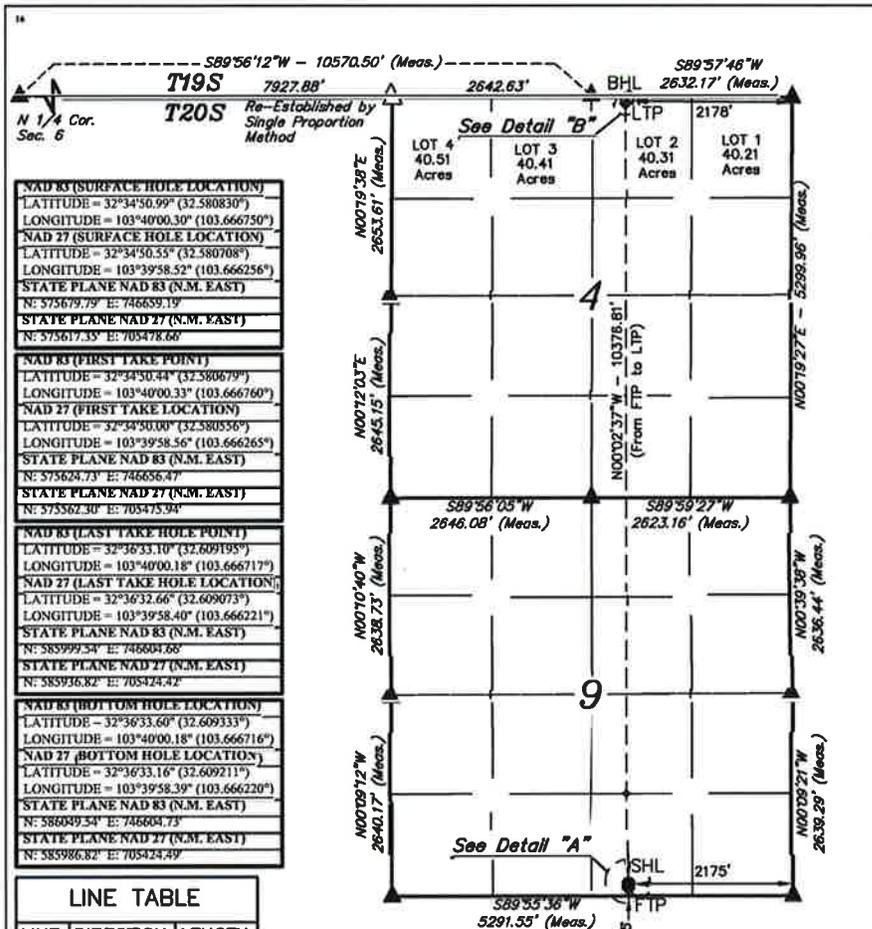
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	9	20S	33E		155	SOUTH	2175	EAST	LEA

10 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	4	20S	33E		50	NORTH	2178	EAST	LEA

11 Dedicated Acres: 320.31  
12 Joint or Infill  
13 Consolidation Code  
14 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

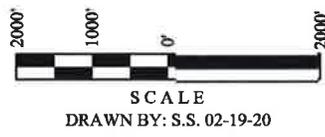
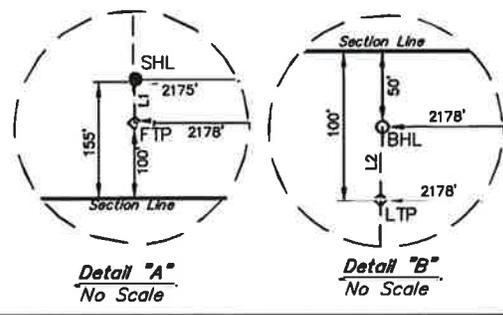
NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.99" (32.580830°)	LONGITUDE = 103°40'00.30" (103.666750°)
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°34'50.55" (32.580708°)	LONGITUDE = 103°39'58.52" (103.666256°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 5755679.79' E: 746659.19'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 5755617.33' E: 705478.66'	
NAD 83 (FIRST TAKE POINT)	
LATITUDE = 32°34'50.44" (32.580679°)	LONGITUDE = 103°40'00.33" (103.666760°)
NAD 27 (FIRST TAKE LOCATION)	
LATITUDE = 32°34'50.00" (32.580556°)	LONGITUDE = 103°39'58.56" (103.666265°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 5755628.73' E: 746656.47'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 575562.30' E: 705475.94'	
NAD 83 (LAST TAKE HOLE POINT)	
LATITUDE = 32°36'33.10" (32.609195°)	LONGITUDE = 103°40'00.18" (103.666717°)
NAD 27 (LAST TAKE HOLE LOCATION)	
LATITUDE = 32°36'32.66" (32.609073°)	LONGITUDE = 103°39'58.40" (103.666221°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 585999.34' E: 746604.66'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 585936.82' E: 705424.42'	
NAD 83 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°36'33.60" (32.609333°)	LONGITUDE = 103°40'00.18" (103.666716°)
NAD 27 (BOTTOM HOLE LOCATION)	
LATITUDE = 32°36'33.16" (32.609211°)	LONGITUDE = 103°39'58.39" (103.666220°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 586049.34' E: 746604.73'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 585986.82' E: 705424.49'	

17 LINE TABLE

LINE	DIRECTION	LENGTH
L1	S03°04'03"W	55.13'
L2	N00°19'27"E	50.00'

NOTE:  
• Distances referenced on plat to section lines are perpendicular.  
• Basis of Bearing is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

- = SURFACE HOLE LOCATION
- ◇ = FTP/LTP
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- △ = SECTION CORNER RE-ESTABLISHED. (Not Set on Ground.)



18 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.

*Ben Metz* 3-31-2020

Signature \_\_\_\_\_ Date \_\_\_\_\_

Ben Metz  
Printed Name \_\_\_\_\_

bmetz@ascentenergy.us  
E-mail Address \_\_\_\_\_

19 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 and correct to the best of my belief.

February 3, 2020

Date of Survey \_\_\_\_\_  
Signature and Seal of Professional Surveyor: \_\_\_\_\_



Certificate Number: \_\_\_\_\_

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT GEM; BONE SPRING

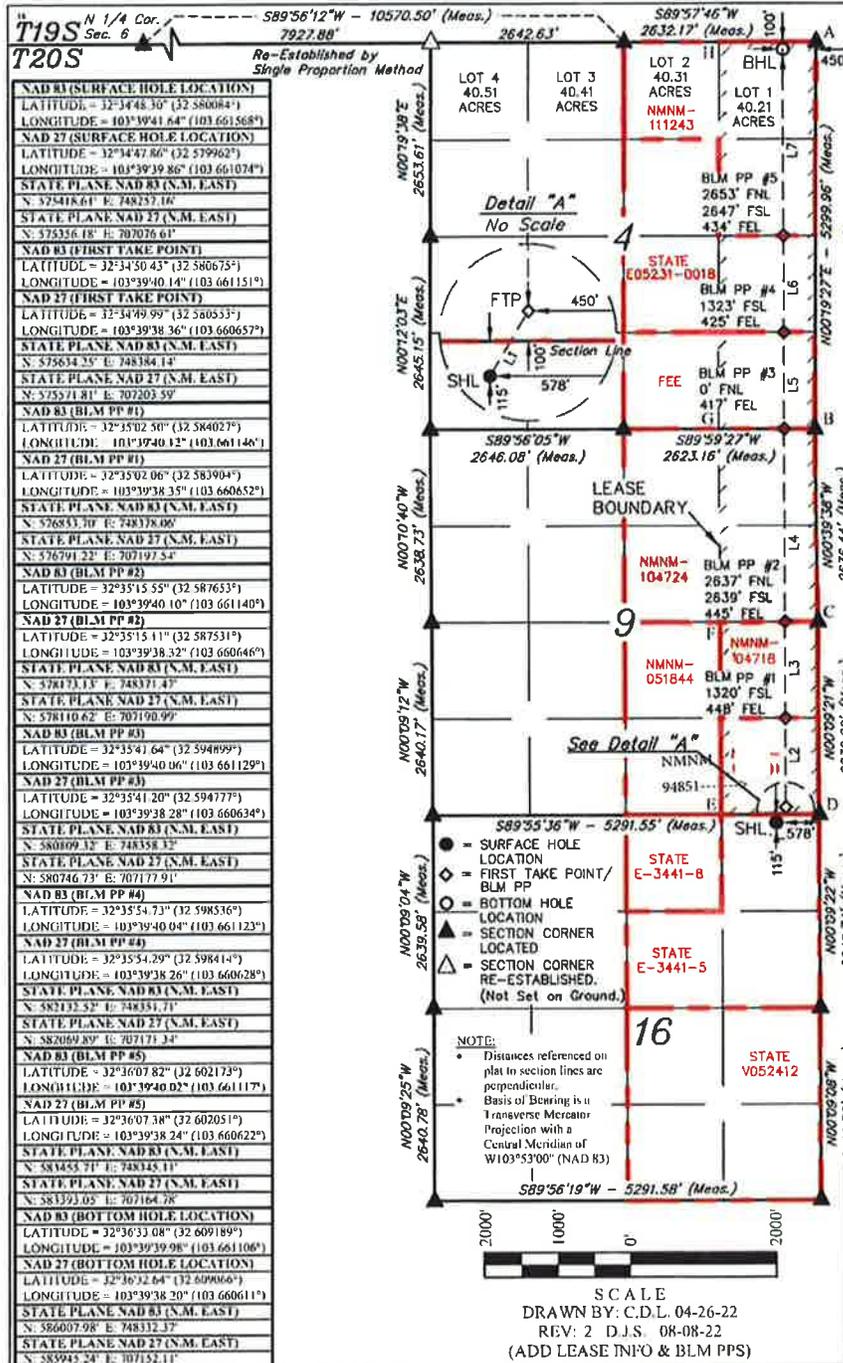
Table with 4 columns: Pool Code (30-025-51289), Property Name (SILVER FED COM), Well Number (1141), Operator Name (MATADOR RESOURCES COMPANY), etc.

Table with 10 columns: Ul. or lot no., Section, Township, Range, Lot Idn, Feet from the, North/South line, Feet from the, East/West line, County

Bottom Hole Location if Different From Surface

Table with 10 columns: Ul. or lot no., Section, Township, Range, Lot Idn, Feet from the, North/South line, Feet from the, East/West line, County

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.



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 a working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
Date: 8/8/22
Signature: Devin Knicely
Printed Name: Devin Knicely
E-mail Address: devin.knicely@matador.com

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 and correct to the best of my belief.
Date of Survey: February 4, 2020
Signature and Seal of Professional Surveyor: Paul Buchele
Professional Surveyor Seal: PAUL BUCHELE NEW MEXICO PROFESSIONAL SURVEYOR 08-08-22

LINE TABLE
Table with 3 columns: LINE, AZIMUTH, LENGTH
L1: 030.733712', 250.29'
L2: 359.956468', 1219.88'
L3: 359.956468', 1318.88'
L4: 359.956468', 2636.69'
L5: 359.958468', 1323.45'
L6: 359.956468', 1323.45'
L7: 359.956468', 2552.76'

SECTION CORNER COORDINATES
Table with 4 columns: POINT, NORTHING, EASTING
A: 586047.42, 707602.17
B: 580748.56, 707994.47
C: 578112.99, 707635.19
D: 575474.31, 707654.93
E: 575467.03, 706331.58
F: 578105.93, 706113.16
G: 580742.81, 706281.15
H: 586041.01, 706286.35

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

Form C-102
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AMENDED REPORT

GEM;BONE SPRING

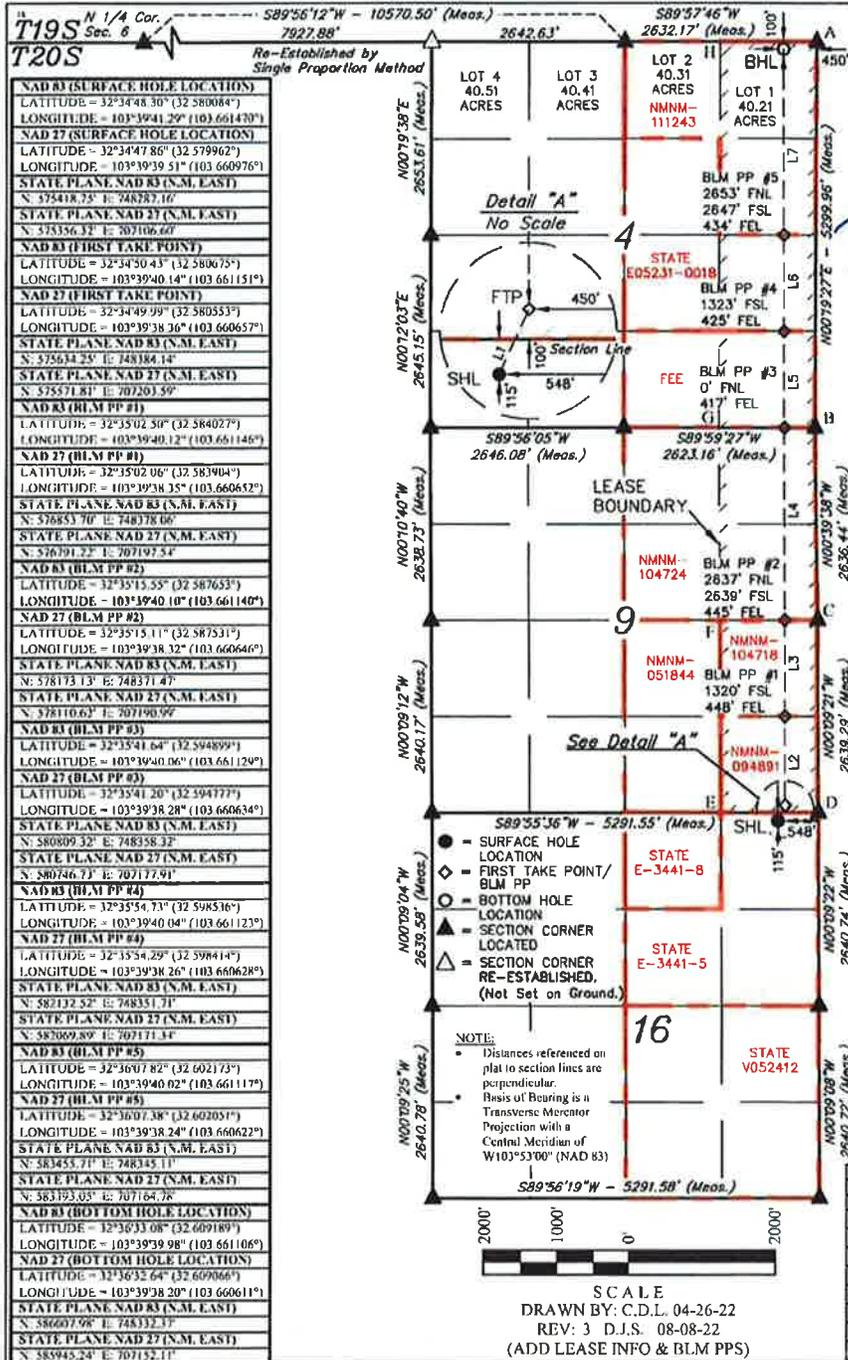
WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 4 columns: API Number (30-025-51290), Property Code (332439), Property Name (SILVER FED COM), Well Number (12411), TOGRID No. (228997), Operator Name (MATADOR RESOURCES COMPANY), and Elevation (3550.6').

Surface Location table with columns: Ul. or lot no., Section, Township, Range, Lot Idn, Feet from the, North/South line, Feet from the, East/West line, County.

Bottom Hole Location If Different From Surface table with columns: Ul. or lot no., Section, Township, Range, Lot Idn, Feet from the, North/South line, Feet from the, East/West line, County, Dedicated Acres, Joint or Infill, Consolidation Code, 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.



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...
Darin Kwoichy
Date: 08/2/22

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 and correct to the best of my belief.
February 4, 2020
Date of Survey
Signature and Seal of Professional Surveyor:
PAUL BUCHELE
NEW MEXICO
PROFESSIONAL SURVEYOR
08-08-22

LINE TABLE with columns: LINE, AZIMUTH, LENGTH. Lists lines L1 through L7 with their respective azimuths and lengths.

SECTION CORNER COORDINATES table with columns: POINT, NORTHING, EASTING. Lists points A through H with their coordinates.

Production Summary Report											
API: 30-025-48942											
PONY EXPRESS FEDERAL COM #604H											
Printed On: Tuesday, October 03 2023											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2023	[96399] TEAS;BONE SPRING, WEST	Mar	0	0	105	1	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Apr	1551	1493	19086	5	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	May	25911	26489	131189	30	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jun	23788	24151	89577	30	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jul	19208	18941	65731	31	0	0	0	0	0

Production Summary Report API: 30-025-48940 PONY EXPRESS FEDERAL COM #505H Printed On: Tuesday, October 03 2023											
Year	Pool	Month	Production				Injection				
			Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2023	[96399] TEAS;BONE SPRING, WEST	Mar	0	0	0	0	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Apr	845	1036	21976	5	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	May	13888	12316	79019	28	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jun	241	624	2735	27	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jul	15694	15449	48766	31	0	0	0	0	0

Production Summary Report											
API: 30-025-49051											
PONY EXPRESS FEDERAL COM #603H											
Printed On: Tuesday, October 03 2023											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2023	[96399] TEAS;BONE SPRING, WEST	Mar	97	3	5265	4	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Apr	6101	6353	107268	29	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	May	25567	24354	129526	30	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jun	20058	19522	84248	30	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jul	13169	12357	54052	31	0	0	0	0	0

Production Summary Report											
API: 30-025-49049											
PONY EXPRESS FEDERAL COM #504H											
Printed On: Tuesday, October 03 2023											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2023	[96399] TEAS;BONE SPRING, WEST	Mar	0	0	0	1	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Apr	1523	1734	50965	19	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	May	12251	11367	63100	28	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jun	979	1677	7867	27	0	0	0	0	0
2023	[96399] TEAS;BONE SPRING, WEST	Jul	13286	11647	36845	30	0	0	0	0	0

Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of **January 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:

**Lot 1 (NE4/NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.**

Containing **320.21** 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 **January 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, Executive Vice President, General Counsel and Head of M&A  
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 Executive Vice President, General Counsel and Head of M&A 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, Executive Vice President, 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 Executive Vice President, 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

**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: Executive Vice President, General Counsel and Head of M&A

Phone number : (972)-371-5200

### EXHIBIT "A"

Plat of communitized area covering Lot 1 (NE4/NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

Silver Fed Com #124H

Section 4		<b>Tract 1</b> Fed Lease NMNM 111243 80.21 Acres
		<b>Tract 2</b> State Lease E0-5231-19 40.00 Acres
		<b>Tract 3</b> Fee 40.00 Acres
Section 9		<b>Tract 4</b> Fed Lease NMNM 104724 80.00 Acres
		<b>Tract 5</b> Fed Lease NMNM 104718 40.00 Acres
		<b>Tract 6</b> Fed Lease NMNM 094851 40.00 Acres

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated **August 1, 2022**, embracing the following described land in Lot 1 (NE/4NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

**Lease Serial Number:** NMNM-111243

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: Lot 1 (NE/4NE/4), SE/4NE/4

**Number of Acres:** **80.21**

**Current Lessee of Record:** **Black Mountain Operating, LLC – 50.0%**  
**Tumbler Operating Partners, LLC – 50.0%**

**Name of Working Interest Owners:** MRC Permian Company – **16.999885%**  
Camterra Resources Partners, Ltd. – **16.666666%**  
Foran Oil Company – **5.600081%**  
Performance Oil and Gas Company – **2.400035%**  
**Demeter, LLC – 9.75%**  
Minerva Resources Group, LLC – **15.25%**  
Devon Energy Production Company, LP – **33.333333%**

Tract No. 2

**Lease Serial Number:** State of New Mexico – E0-5231-19

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: NE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** Fee

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 4: SE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company – **14.791668%**  
Pontem Energy Partners I, LP – **25.0%**  
Lapetco, Inc. – **12.5%**  
Swarm Resources, LLC – **12.5%**  
Chief Capital (O&G) II LLC – **25.0%**  
Stephen P. Anderson Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**

**Name of Working Interest Owners:** MRC Permian Company – **14.791668%**  
Pontem Energy Partners I, LP – **25.0%**  
Lapetco, Inc. – **12.5%**  
Swarm Resources, LLC – **12.5%**  
Chief Capital (O&G) II LLC – **25.0%**  
Stephen P. Anderson Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**

**Tract No. 4**

**Lease Serial Number:** NMNM-104724

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: E/2NE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** **Chevron USA, Inc.**

**Name of Working Interest Owners:** MRC Permian Company – **56.666322%**  
Camterra Resources Partners, Ltd. – **16.666667%**  
Foran Oil Company – **18.666908%**  
Performance Oil and Gas Company – **8.000103%**

**Tract No. 5**

**Lease Serial Number:** NMNM-104718

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: NE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Prime Rock Resources AgentCo, Inc., as nominee  
for Prime Rock Resources, LLC

**Name of Working Interest Owners:** Prime Rock Resources AgentCo, Inc., as nominee  
for Prime Rock Resources, LLC

**Tract No. 6**

**Lease Serial Number:** NMNM-094851

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: SE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Chesapeake Exploration, LLC

**Name of Working Interest Owners:** Chevron USA, Inc.

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.21	25.049186%
<b>2</b>	40.00	12.491802%
<b>3</b>	40.00	12.491802%
<b>4</b>	80.00	24.983605%
<b>5</b>	40.00	12.491802%
<b>6</b>	40.00	12.491802%
<b>Total</b>	<b>320.21</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025-51290

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 1 (NE/4NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9 ,

Sect(s) 4 & 9 , T 20S , R 33E , NMPM Lea County, NM

containing 320.21 acres, more or less, and this agreement shall include only the

Bone Spring Formation or pool, underlying said lands and the oil and gas

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

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January \_\_\_\_\_ Month 1 \_\_\_\_\_ Day, 2023 \_\_\_\_\_ Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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 – Executive Vice President, General Counsel and Head of M&A  
Name & Title of Authorized Agent

\_\_\_\_\_

Signature of Authorized Agent

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Bryan A. Erman, as Executive Vice President, General Counsel and Head of M&A for Matador Production Company**, on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

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

**MRC Permian Company**

**By:** \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

**STATE OF TEXAS)** §

**COUNTY OF DALLAS)** §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Bryan A. Erman, as Executive Vice President, General Counsel and Head of M&A**, for **MRC Permian Company** on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

# EXHIBIT "A"

Plat of communitized area covering Lot 1 (NE4/NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

Silver Fed Com #124H

Section 4		<u>Tract 1</u> Fed Lease NMNM 111243 80.21 Acres
		<u>Tract 2</u> State Lease E0-5231-19 40.00 Acres
		<u>Tract 3</u> Fee 40.00 Acres
Section 9		<u>Tract 4</u> Fed Lease NMNM 104724 80.00 Acres
		<u>Tract 5</u> Fed Lease NMNM 104718 40.00 Acres
		<u>Tract 6</u> Fed Lease NMNM 094851 40.00 Acres

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated January 1, 2023, embracing the following described land in Lot 1 (NE/4NE/4), SE/4NE/4, E/2SE/4 of Section 4 & E/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

**Lease Serial Number:** NMNM-111243

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: Lot 1 (NE/4NE/4), SE/4NE/4

**Number of Acres:** 80.21

**Current Lessee of Record:** Black Mountain Operating Group  
Tumbler Operating Partners, LLC

**Name of Working Interest Owners:** MRC Permian Company  
Camterra Resources Partners, Ltd.  
Foran Oil Company  
Performance Oil and Gas Company  
Demeter, LLC  
Mineva Resources Gorup, LLC  
Devon Energy Production Company, LP

Tract No. 2

**Lease Serial Number:** E0-5231-19

**Lessor:** State of New Mexico

**Lease Term:** 5 Years

**Lease Date:** 5/10/1951

**Royalty Rate:** 1/8<sup>th</sup>

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: NE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** N/A

**Lessor** Fee

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 4: SE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company  
Pontem Energy Partners I, LP  
Lapetco, Inc.  
Swarm Resources, LLC  
Chief Capital (O&G) II LLC  
Stephen P. Anderson Dynasty Trust, under  
trust agreement dated August 21, 1997  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997

**Name of Working Interest Owners:** MRC Permian Company  
Pontem Energy Partners I, LP  
Lapetco, Inc.  
Swarm Resources, LLC  
Chief Capital (O&G) II LLC  
Stephen P. Anderson Dynasty Trust, under  
trust agreement dated August 21, 1997  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997

**Tract No. 4**

**Lease Serial Number:** NMNM-104724

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: E/2NE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** Chevron USA, Inc.

**Name of Working Interest Owners:** MRC Permian Company  
Camterra Resources Partners, Ltd.  
Foran Oil Company  
Performance Oil and Gas Company

**Tract No. 5**

**Lease Serial Number:** NMNM-104718  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 9: NE/4SE/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Prime Rock Resources AgentCo, Inc., as  
 nominee for Prime Rock Resources, LLC  
**Name of Working Interest Owners:** Prime Rock Resources AgentCo, Inc., as  
 nominee for Prime Rock Resources, LLC

**Tract No. 6**

**Lease Serial Number:** NMNM-094851  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 9: SE/4SE/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** Chesapeake Exploration, LLC  
**Name of Working Interest Owners:** Chevron USA, Inc.

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.21	25.049186%
<b>2</b>	40.00	12.491802%
<b>3</b>	40.00	12.491802%
<b>4</b>	80.00	24.983605%
<b>5</b>	40.00	12.491802%
<b>6</b>	40.00	12.491802%
<b>Total</b>	<b>320.21</b>	<b>100.00%</b>

30869004\_v1

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of **January 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:

**Lot 2 (NW4/NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.**

Containing **320.31** 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<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> 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 **January 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, Executive Vice President, General Counsel and Head of M&A  
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 Executive Vice President, General Counsel and Head of M&A 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, Executive Vice President, 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 Executive Vice President, 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

**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: Executive Vice President, General Counsel and Head of M&A

Phone number : (972)-371-5200

## EXHIBIT "A"

Plat of communitized area covering Lot 2 (NW4/NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

Silver Fed Com #504H

Section 4	<u>Tract 1</u> Fed Lease NMNM 111243 40.31 Acres
	<u>Tract 2</u> State Lease E0-5231-19 80.00 Acres
	<u>Tract 3</u> Fee 40.00 Acres
Section 9	<u>Tract 4</u> Fed Lease NMNM 104724 80.00 Acres
	<u>Tract 5</u> Fed Lease NMNM 051844 80.00 Acres

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated January 1, 2023, embracing the following described land in Lot 2 (NW/4NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

<b>Lease Serial Number:</b>	NMNM-111243
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 4: Lot 2 (NW/4NE/4)
<b>Number of Acres:</b>	80.31
<b>Current Lessee of Record:</b>	Black Mountain Operating, LLC – <b>50.0%</b> Tumbler Operating Partners, LLC – <b>50.0%</b>
<b>Name of Working Interest Owners:</b>	MRC Permian Company – <b>16.999885%</b> Camterra Resources Partners, Ltd. – <b>16.666666%</b> Foran Oil Company – <b>5.600081%</b> Performance Oil and Gas Company – <b>2.400035%</b> Demeter, LLC – <b>9.75%</b> Minerva Resources Group, LLC – <b>15.25%</b> Devon Energy Production Company, LP – <b>33.333333%</b>

Tract No. 2

<b>Lease Serial Number:</b>	State of New Mexico – E0-5231-19
<b>Description of Land Committed:</b>	Township 20 South, Range 33 East, Section 4: SW/4NE/4, NW/4SE/4
<b>Number of Acres:</b>	80.00
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Name of Working Interest Owners:</b>	MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** Fee

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 4: SW/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company – **14.791668%**  
Pontem Energy Partners I, LP – **25.0%**  
Lapetco, Inc. – **12.5%**  
Swarm Resources, LLC – **12.5%**  
Chief Capital (O&G) II LLC – **25.0%**  
Stephen P. Anderson Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**

**Name of Working Interest Owners:** MRC Permian Company – **14.791668%**  
Pontem Energy Partners I, LP – **25.0%**  
Lapetco, Inc. – **12.5%**  
Swarm Resources, LLC – **12.5%**  
Chief Capital (O&G) II LLC – **25.0%**  
Stephen P. Anderson Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997 – **0.625%**

**Tract No. 4**

**Lease Serial Number:** NMNM-104724

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: W/2NE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** Chevron USA, Inc.

**Name of Working Interest Owners:** MRC Permian Company – **56.666322%**  
Camterra Resources Partners, Ltd. – **16.666667%**  
Foran Oil Company – **18.666908%**  
Performance Oil and Gas Company – **8.000103%**

**Tract No. 5**

**Lease Serial Number:** NMNM-051844

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: W/2SE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.31	25.072586%
<b>2</b>	40.00	12.487902%
<b>3</b>	40.00	12.487902%
<b>4</b>	80.00	24.975805%
<b>5</b>	40.00	12.487902%
<b>6</b>	40.00	12.487902%
<b>Total</b>	<b>320.31</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025-48926

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Lot 2 (NW/4NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9 ,

Sect(s) 4 & 9 , T 20S , R 33E , NMPM Lea County, NM

containing 320.31 acres, more or less, and this agreement shall include only the

Bone Spring Formation or pool, underlying said lands and the oil and gas

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

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January \_\_\_\_\_ Month 1 \_\_\_\_\_ Day, 2023 \_\_\_\_\_ Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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 – Executive Vice President, General Counsel and Head of M&A  
Name & Title of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Bryan A. Erman, as Executive Vice President, General Counsel and Head of M&A for Matador Production Company**, on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

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

**MRC Permian Company**

**By:** \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Date:** \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

**STATE OF TEXAS)** §

**COUNTY OF DALLAS)** §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Bryan A. Erman, as Executive Vice President, General Counsel and Head of M&A**, for **MRC Permian Company** on behalf of said corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

# EXHIBIT "A"

Plat of communitized area covering Lot 2 (NW4/NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

Silver Fed Com #504H

Section 4	<u>Tract 1</u> Fed Lease NMNM 111243 40.31 Acres
	<u>Tract 2</u> State Lease E0-5231-19 80.00 Acres
	<u>Tract 3</u> Fee 40.00 Acres
Section 9	<u>Tract 4</u> Fed Lease NMNM 104724 80.00 Acres
	<u>Tract 5</u> Fed Lease NMNM 051844 80.00 Acres

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated January 1, 2023, embracing the following described land in Lot 2 (NW/4NE/4), SW/4NE/4, W/2SE/4 of Section 4 & W/2E/2 of Section 9, Township 20 South, Range 33 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

**Lease Serial Number:** NMNM-111243

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: Lot 2 (NW/4NE/4)

**Number of Acres:** 40.31

**Current Lessee of Record:** Black Mountain Operating Group  
Tumbler Operating Partners, LLC

**Name of Working Interest Owners:** MRC Permian Company  
Camterra Resources Partners, Ltd.  
Foran Oil Company  
Performance Oil and Gas Company  
Demeter, LLC  
Mineva Resources Gorup, LLC  
Devon Energy Production Company, LP

Tract No. 2

**Lease Serial Number:** E0-5231-19

**Lessor:** State of New Mexico

**Lease Term:** 5 Years

**Lease Date:** 5/10/1951

**Royalty Rate:** 1/8<sup>th</sup>

**Description of Land Committed:** Township 20 South, Range 33 East, Section 4: SW/4NE/4, NW/4SE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** N/A

**Lessor** Fee

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 4: SW/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company  
Pontem Energy Partners I, LP  
Lapetco, Inc.  
Swarm Resources, LLC  
Chief Capital (O&G) II LLC  
Stephen P. Anderson Dynasty Trust, under  
trust agreement dated August 21, 1997  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997

**Name of Working Interest Owners:** MRC Permian Company  
Pontem Energy Partners I, LP  
Lapetco, Inc.  
Swarm Resources, LLC  
Chief Capital (O&G) II LLC  
Stephen P. Anderson Dynasty Trust, under  
trust agreement dated August 21, 1997  
Michelle M. Wiley Dynasty Trust, under trust  
agreement dated August 21, 1997

**Tract No. 4**

**Lease Serial Number:** NMNM-104724

**Lessor:** Bureau of Land Management

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 9: W/2NE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** Chevron USA, Inc.

**Name of Working Interest Owners:** MRC Permian Company  
Camterra Resources Partners, Ltd.  
Foran Oil Company  
Performance Oil and Gas Company

**Tract No. 5**

**Lease Serial Number:** NMNM-051844  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 9: W/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owners:** MRC Permian Company

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	80.31	25.072586%
<b>2</b>	40.00	12.487902%
<b>3</b>	40.00	12.487902%
<b>4</b>	80.00	24.975805%
<b>5</b>	40.00	12.487902%
<b>6</b>	40.00	12.487902%
<b>Total</b>	<b>320.31</b>	<b>100.00%</b>

30869005\_v1

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $1/8^{\text{th}}$  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 **August 1, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 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

*Ca*

Signature of Authorized Agent

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

*IE  
pod*

Date: 1/5/23

### ACKNOWLEDGEMENT

STATE OF TEXAS)

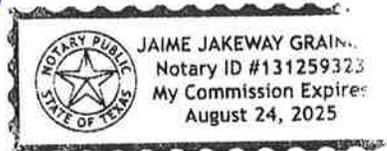
COUNTY OF DALLAS)

On this 5<sup>th</sup> day of January, 2023, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/24/2025  
My Commission Expires

*Jaime Jakeway Grainger*  
Notary Public



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

**MRC Permian Company**

By: 

Craig N. Adams Executive Vice President  
Print Name

*IE  
P*

Date: 11/5/23

**ACKNOWLEDGEMENT**

STATE OF TEXAS)

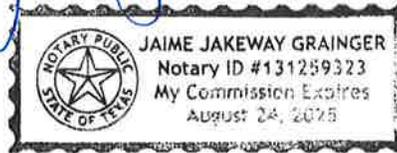
COUNTY OF DALLAS)

On this 5<sup>th</sup> day of January, 2023, 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 of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/24/2025  
My Commission Expires

  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

ConocoPhillips Company

By: Ryan D. Owen

Print Name Ryan D. Owen <sup>oe</sup> <sub>JH</sub>

Date: 4-13-23

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

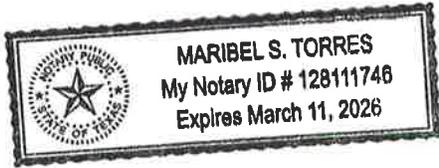
COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for ConocoPhillips Co on  
behalf of said corporation.

Signature Maribel Torres

Name (Print) Maribel Torres

My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

COG Operating, LLC

By: *Ryan D. Owen*

Print Name Ryan D Owen ae

Date: 4-13-23 JH

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

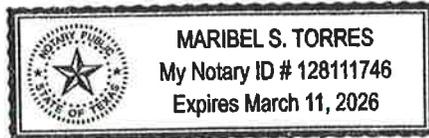
COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as Attorney in Fact on behalf of said corporation, for COG Operating LLC on \_\_\_\_\_

Signature *Maribel Torres*

Name (Print) Maribel Torres

My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Devon Energy Production Company, LP

By: [Signature] **AT**

David M. Korell  
Print Name

Date: 5-10-2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on May 10, 2023, by David M. Korell, as  
Land Manager, for Devon Energy Production Company, L.P. on  
behalf of said corporation.

Cynthia Sheldon  
Signature

Cynthia Sheldon  
Name (Print)  
My commission expires 11-25-2025



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Kerr-McGee Oil and Gas Onshore LP

By: [Signature] JIG  
James Laning  
Print Name

Date: 5/31/2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

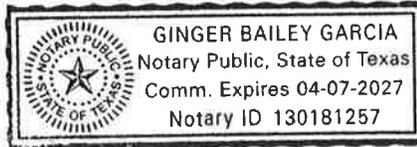
STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on May 31, 2023, by James Laning as  
Attorney-in-Fact, for Kerr-McGee Oil and Gas Onshore LP  
behalf of said corporation.

[Signature]  
Signature

Ginger B. Garcia  
Name (Print)  
My commission expires 4/7/2027



# EXHIBIT "A"

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

Pony Express Fed Com #604H

<b>Section 16</b>		<b>Tract 1</b> State Lease E-3441-5 80.00 Acres
		<b>Tract 2</b> State Lease V0-5241-2 80.00 Acres
<b>Section 21</b>		<b>Tract 3</b> Fed Lease NMNM- 013280 80.00 Acres
		<b>Tract 4</b> Fed Lease NMNM- 134877 80.00 Acres

## EXHIBIT "B"

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

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

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

**Lease Serial Number:** State of New Mexico -- E0-3441-5  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: E/2NE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owners:** MRC Permian Company

#### Tract No. 2

**Lease Serial Number:** State of New Mexico -- V0-5241-2  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: E/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** Devon Energy Production Company, LP  
**Name of Working Interest Owners:** Devon Energy Production Company, LP

**Tract No. 3**

**Lease Serial Number:** NMNM-013280  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 21: E/2NE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** ConocoPhillips Company – **50.00%**  
 COG Operating, LLC – **41.67%**  
 Sun Exploration & Production Co.- **8.33%**  
**Name of Working Interest Owners:** ConocoPhillips Company **50.00%**  
 COG Operating, LLC – **41.67%**  
 Kerr-Mcgee Oil and Gas Onshore LP – **8.33%**

**Tract No. 4**

**Lease Serial Number:** NMNM-134877  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 21: E/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company -**100%**  
**Name of Working Interest Owners:** MRC Permian Company – **100%**

**RECAPITULATION**

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

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

**STATE/FEDERAL OR  
STATE/FEDERAL/FEE**  
Revised August, 2021

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-025-48942

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

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 E2E2,  
Sect(s) 16&21, T 20S, R 33E, NMPM Lea County, NM  
containing 320.00 acres, more or less, and this agreement shall include only the  
Bone Spring Formation or pool, underlying said lands and the oil and gas  
(hereinafter referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August Month 1 Day, 2022 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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: Craig N. Adams – Executive Vice President  
Name & Title of Authorized Agent

*CA*

*IE  
Bled*

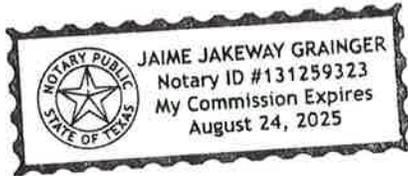
Signature of Authorized Agent

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on January 5, 2023, 2022, by **Craig N. Adams, as Executive Vice President** for **Matador Production Company**, on behalf of said corporation.



*Jaime Jakeway Grainger*  
Signature  
Jaime Jakeway Grainger  
Name (Print)  
My commission expires 8/24/2025

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

MRC Permian Company

By: *CA*

CRAIG N. ADAMS  
Print Name

Date: 1/5/23

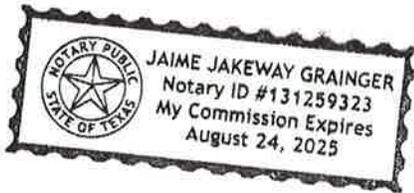
*JE  
Pool*

**Acknowledgment in a Representative Capacity**

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 5, 2023, 2022, by **Craig N. Adams, as Executive Vice President**, for **MRC Permian Company** on behalf of said corporation.



Jaime Jakeway Grainger  
Signature  
Jaime Jakeway Grainger  
Name (Print)  
My commission expires 8/24/2025

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

ConocoPhillips Company

By: [Signature]

Print Name Ryan D. Owen ae

Date: 4-13-23 JH

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

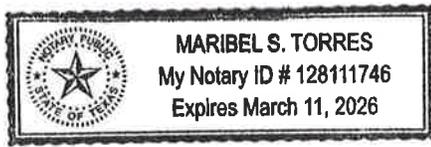
COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for ConocoPhillips Co on  
behalf of said corporation.

Signature [Signature]

Name (Print) Maribel Torres

My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

COG Operating, LLC

By: *R.D.O.*

Ryan D. Owen  
Print Name *oe*

Date: 4-13-23 *JH*

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

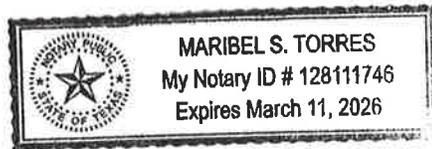
COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for COG Operating LLC on  
behalf of said corporation.

*Maribel Torres*  
Signature

Maribel Torres  
Name (Print)

My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Devon Energy Production Company, LP

By: *David M. Korell* AT

David M. Korell  
Print Name

Date: 5-10-2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on May 10, 2023, by David M. Korell, as  
Land Manager, for Devon Energy Production Company, L.P. on  
behalf of said corporation.

Cynthia Sheldon  
Signature

Cynthia Sheldon  
Name (Print)  
My commission expires 11-25-2025



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Kerr-McGee Oil and Gas Onshore LP

By: [Signature] JIG  
Print Name James Laming  
Date: 5/31/2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

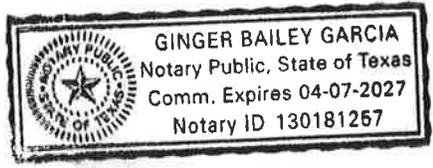
Signature \_\_\_\_\_  
Name (Print) \_\_\_\_\_  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §  
COUNTY OF Harris §

This instrument was acknowledged before me on May 31, 2023, by James Laming as  
Attorney-in-Fact, for Kerr-McGee Oil & Gas Onshore LP on  
behalf of said corporation.

[Signature]  
Signature \_\_\_\_\_  
Ginger B. Garcia  
Name (Print) \_\_\_\_\_  
My commission expires 4/7/2027



### EXHIBIT "A"

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

Pony Express Fed Com #604H

Section 16		<u>Tract 1</u> State Lease E-3441-5 80.00 Acres
		<u>Tract 2</u> State Lease V0-5241-2 80.00 Acres
Section 21		<u>Tract 3</u> Fed Lease NMNM- 013280 80.00 Acres
		<u>Tract 4</u> Fed Lease NMNM- 134877 80.00 Acres

**EXHIBIT "B"**

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

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

DESCRIPTION OF LEASES COMMITTED

**Tract No. 1**

**Lease Serial Number:** E0-3441-5  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 4/10/1950  
**Royalty Rate:** 1/8<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East, Section 16: E/2NE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 2**

**Lease Serial Number:** V0-5241-2  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 2/1/1998  
**Royalty Rate:** 1/6<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East, Section 16: E/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** Devon Energy Production Company, LP  
**Name of Working Interest Owners:** Devon Energy Production Company, LP

**Tract No. 3**

**Lease Serial Number:** NMNM-013280  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 21: E/2NE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** ConocoPhillips Company  
 COG Operating, LLC  
 Sun Exploration & Production Co.  
**Name of Working Interest Owners:** ConocoPhillips Company  
 COG Operating, LLC  
 Kerr-McGee Oil and Gas Onshore LP

**Tract No. 4**

**Lease Serial Number:** NMNM-134877  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
 Section 21: E/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owners:** MRC Permian Company

**RECAPITULATION**

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

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

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

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

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

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 **August 1, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 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

*Cz*

Signature of Authorized Agent

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

*IE  
Adams*

Date: 11/5/23

### ACKNOWLEDGEMENT

STATE OF TEXAS)

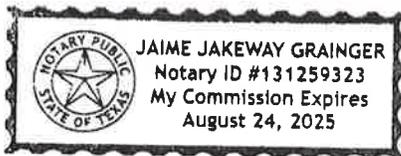
COUNTY OF DALLAS)

On this 5<sup>th</sup> day of January, 2023, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/24/2025  
My Commission Expires

*Jaime Jakeway Grainger*  
Notary Public



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

**MRC Permian Company**

By: *CA*

Craig N. Adams Executive Vice President  
Print Name

*IE  
pod*

Date: *1/5/23*

**ACKNOWLEDGEMENT**

STATE OF TEXAS)

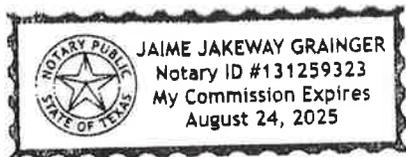
COUNTY OF DALLAS)

On this *5<sup>th</sup>* day of *January*, *2023*, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

*8/24/2025*  
My Commission Expires

*Jaime Jakeway Grainger*  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

ConocoPhillips Company

By: Ryan D. Owen

Print Name Ryan D. Owen ee  
JH

Date: 4-13-23

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

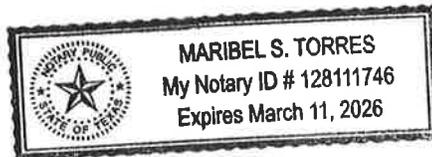
COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for ConocoPhillips Co. on  
behalf of said corporation.

Maribel Torres  
Signature

Maribel Torres  
Name (Print)

My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

COG Operating, LLC

By: Ry D Owen

Ryan D. Owen  
Print Name

Date: 4-13-23 *ce JW*

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

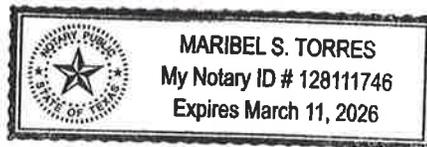
STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for COG Operating LLC on  
behalf of said corporation.

Maribel Torres  
Signature

Maribel Torres  
Name (Print)  
My commission expires 3/11/2026



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

Chevron U.S.A. Inc.

By: Jeffrey Rainey  
Jeffrey Rainey  
Print Name

Date: April 4, 2023

**Acknowledgment in an Individual Capacity**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on April 4, 2023, by Jeffrey Rainey, as

attorney-in-fact, for **Chevron U.S.A. Inc.**, on behalf of said corporation.

Brittany Wesley  
Signature

Brittany Wesley  
Name (Print)  
My commission expires 12-22-2024



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Devon Energy Production Company, LP

By: [Signature]

David M. Korell  
Print Name AK

Date: 5-10-2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on May 10, 2023, by David M. Korell, as  
Land Manager, for Devon Energy Production Company, L.P. on  
behalf of said corporation.

Cynthia Sheldon  
Signature

Cynthia Sheldon  
Name (Print)  
My commission expires 11.25.2025



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Kerr-McGee Oil and Gas Onshore LP

By: [Signature] JIG  
James Laning  
Print Name

Date: 5/25/2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

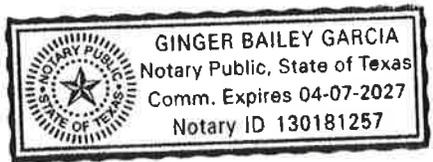
STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on May 25, 2023, by James Laning, as  
Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware  
Limited Partnership, on behalf of said limited Partnership.

[Signature]  
Signature

Ginger B. Garcia  
Name (Print)  
My commission expires 4/7/2027



### EXHIBIT "A"

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

Pony Express Fed Com #603H

<b>Section 16</b>	<b>Tract 1</b> State Lease E-3441-8 40.00 Acres
	<b>Tract 2</b> State Lease E-3441-5 40.00 Acres
	<b>Tract 3</b> State Lease V0-5241-2 80.00 Acres
<b>Section 21</b>	<b>Tract 4</b> Fed Lease NMNM- 013280 80.00 Acres
	<b>Tract 5</b> Fed Lease NMNM- 134877 80.00 Acres

**EXHIBIT "B"**

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

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

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: NW/4NE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Chevron USA Inc

**Name of Working Interest Owners:** MRC Permian Company

Tract No. 2

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

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: SW/4NE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

Tract No. 3

**Lease Serial Number:** State of New Mexico – V0-5241-2

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: W/2SE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** Devon Energy Production Company, LP

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

**Tract No. 4**

**Lease Serial Number:** NMNM-013280

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2NE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** ConocoPhillips Company – **50.00%**  
COG Operating, LLC – **41.67%**  
Sun Exploration & Production Co. – **8.33%**

**Name of Working Interest Owners:** ConocoPhillips Company – **50.00%**  
COG Operating, LLC – **41.67%**  
Kerr-McGee Oil and Gas Onshore LP – **8.33%**

**Tract No. 5**

**Lease Serial Number:** NMNM-134877

**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2SE/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company -**100%**

**Name of Working Interest Owners:** MRC Permian Company -**100%**

**RECAPITULATION**

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

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

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

Revised August, 2021

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

API Initial Well: 30-025-49051

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

**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 W2E2,

Sect(s) 16&21, T 20S, R 33E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation or pool, underlying said lands and the oil and gas

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

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August 1 Month 1 Day, 2022 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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: Craig N. Adams – Executive Vice President  
Name & Title of Authorized Agent



*IE  
red*

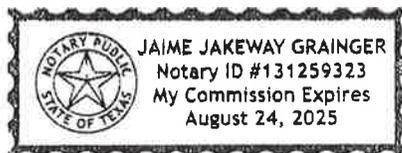
Signature of Authorized Agent

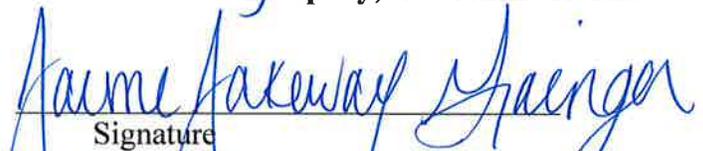
**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on January 5, 2023, ~~2022~~, by **Craig N. Adams, as Executive Vice President for Matador Production Company**, on behalf of said corporation.



  
Signature

Jaime Jakeway Grainger  
Name (Print)

My commission expires 8/24/2025

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

MRC Permian Company

By: *Cr*

Print Name CRAIG N-ADAMS

*IE  
pod*

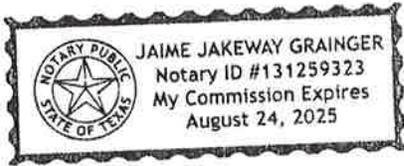
Date: 1/5/23

**Acknowledgment in a Representative Capacity**

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 5, 2023, 2022, by **Craig N. Adams, as Executive Vice President**, for **MRC Permian Company** on behalf of said corporation.



*Jaime Jakeway Grainger*  
Signature  
Jaime Jakeway Grainger  
Name (Print)  
My commission expires 8/24/2025

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

ConocoPhillips Company

By: Ry D

Print Name Ryan D. Owen ac JM

Date: 4-13-23

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

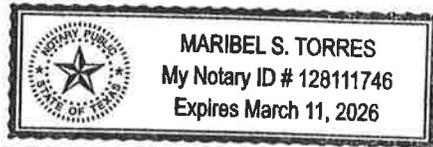
STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as Attorney in Fact, for ConocoPhillips Co on behalf of said corporation.

Signature Maribel Torres

Name (Print) Maribel Torres  
My commission expires 3/11/2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

COG Operating, LLC

By: Ry D. Owen

Print Name Ryan D. Owen *me*

Date: 4-13-23 *JH*

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

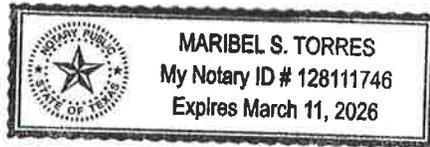
STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as  
Attorney in Fact, for COG Operating LLC on  
behalf of said corporation.

Signature Maribel Torres

Name (Print) Maribel Torres  
My commission expires 3/11/2024



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

Chevron U.S.A. Inc.

By: Jeff Rainey  
Jeffrey Rainey  
Print Name

Date: April 4, 2023

**Acknowledgment in an Individual Capacity**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

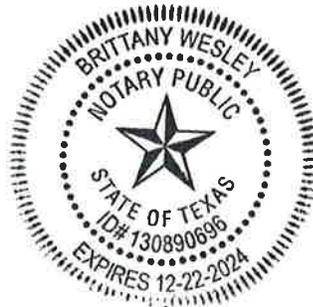
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on April 4, 2023, by Jeffrey Rainey, as  
attorney-in-fact, for **Chevron U.S.A. Inc.**, on behalf of said corporation.

Brittany Wesley  
Signature

Brittany Wesley  
Name (Print)  
My commission expires 12-22-2024



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Devon Energy Production Company, LP

By: *David M. Korell* **A1**

David M. Korell  
Print Name

Date: 5-10-2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on May 10, 2023, by David M. Korell, as  
Land Manager, for Devon Energy Production Company, L.P. on  
behalf of said corporation.

*Cynthia Sheldon*  
Signature

Cynthia Sheldon  
Name (Print)  
My commission expires 11-25-2025



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

Kerr-McGee Oil and Gas Onshore LP

By: [Signature] JIG  
James Lanning

Print Name

Date: 5/25/2023

Acknowledgment in an Individual Capacity

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by

\_\_\_\_\_

Signature

Name (Print)

My commission expires \_\_\_\_\_

Acknowledgment in a Representative Capacity

STATE OF Texas §

COUNTY OF Harris §

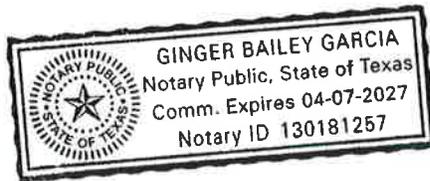
This instrument was acknowledged before me on May 25, 2023, by James Lanning as

Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, on behalf of said limited partnership.

[Signature]  
Signature

Ginger B. Garcia  
Name (Print)

My commission expires 4/7/2027



# EXHIBIT "A"

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

Pony Express Fed Com #603H

<b>Section 16</b>	<b>Tract 1</b> State Lease E-3441-8 40.00 Acres
	<b>Tract 2</b> State Lease E-3441-5 40.00 Acres
	<b>Tract 3</b> State Lease V0-5241-2 80.00 Acres
<b>Section 21</b>	<b>Tract 4</b> Fed Lease NMNM- 013280 80.00 Acres
	<b>Tract 5</b> Fed Lease NMNM- 134877 80.00 Acres

**EXHIBIT "B"**

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

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

**Lease Serial Number:** E0-3441-8

**Lessor:** State of New Mexico

**Lease Term:** 5 Years

**Lease Date:** 4/10/1950

**Royalty Rate:** 1/8<sup>th</sup>

**Description of Land Committed:** Township 20 South, Range 33 East, Section 16: NW/4NE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Chevron USA Inc

**Name of Working Interest Owners:** MRC Permian Company

Tract No. 2

**Lease Serial Number:** E0-3441-5

**Lessor:** State of New Mexico

**Lease Term:** 5 Years

**Lease Date:** 4/10/1950

**Royalty Rate:** 1/8<sup>th</sup>

**Description of Land Committed:** Township 20 South, Range 33 East, Section 16: SW/4NE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owners:** MRC Permian Company

**Tract No. 3**

**Lease Serial Number:** V0-5241-2  
**Lessor:** State of New Mexico  
**Lease Term:** 5 Years  
**Lease Date:** 2/1/1998  
**Royalty Rate:** 1/6<sup>th</sup>  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 16: W/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** Devon Energy Production Company, LP  
**Name of Working Interest Owners:** Devon Energy Production Company, LP

**Tract No. 4**

**Lease Serial Number:** NMNM-013280  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2NE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** ConocoPhillips Company  
COG Operating, LLC  
Sun Exploration & Production Co.  
**Name of Working Interest Owners:** ConocoPhillips Company  
COG Operating, LLC  
Kerr-McGee Oil and Gas Onshore LP

**Tract No. 5**

**Lease Serial Number:** NMNM-134877  
**Lessor:** Bureau of Land Management  
**Description of Land Committed:** Township 20 South, Range 33 East,  
Section 21: W/2SE/4  
**Number of Acres:** 80.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owners:** MRC Permian Company

**RECAPITULATION**

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

Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
New Mexico State Land Office	310 Old Santa Fe Trail	Santa Fe	NM	87501
New Mexico State Land Office	P O Box 1148	Santa Fe	NM	87504
Aimee Ducharme	6 Equality Park West	Newport	RI	02840-2603
Alan Peters	PO Box 52002	Midland	TX	79710-2002
BRAILLE INSTITUTE OF AMERICA	BANK OF AMERICA, NA, AGENT, P.O. BOX 840738	DALLAS	TX	75284-0738
Burlington Resources Oil & Gas	Company LP 700 Plaza Office Building	Bartlesville	OK	74004-0001
Carl A Robinson Production Ltd	908 West Berry St	Ft Worth	TX	76110-3506
Catherine Joyce-Coll, Trustee	Testamentary Trust u/w/o Max W Coll II, 83 La Barbaria Tr	Santa Fe	NM	87505-9008
Cecil Bond Kyte	PO Box 30864	Santa Barbara	CA	93130-0864
Cecile Marie Dreessen	PO Box 1370	Poulsbo	WA	98370-0136
Celeste Martley	663 Union St	Portsmouth	RI	02871-2211
Cutbow PE Acquisitions LLC	5299 DTC Blvd Ste 840	Greenwood Village	CO	80111-3362
Daniel Rapkoch	3609 Le'ahi Ave Apt A	Honolulu	HI	96815-4293
Deborah S Moore	2010 Sinclair Ave	Midland	TX	79705-8647
Denise Crimmins	108 Riverview Ave	Middletown	RI	02842-5323
Diamond Lil Properties LLC	P O Box 1818	Roswell	NM	88202-1818
Double Cabin Minerals LLC	1515 Wynkoop St Ste 700	Denver	CO	80202-2062
EAG Minerals LLC	PO Box 50633	Midland	TX	79710-0633
Edward T Dreessen Jr Trust	c/o Edward T. Dreessen, Jr., Co-Trustee, PO Box 830	Palo Cedro	CA	96073-0830
Eric D Fein	16206 Red Cedar Trail	Dallas	TX	75248-3940
Estate of James N. Coll, possible heir John F. Coll, II	7335 Walla Walla	San Antonio	TX	78250
Estate of James N. Coll, possible heir Eric J. Coll	P.O. Box 1818	Roswell	NM	88202
Estate of James N. Coll, possible heir Clarke C. Coll	P.O. Box 1818	Roswell	NM	88202

Estate of James N. Coll, possible heir Melanie Coll DeTemple	5653 Tobias Avenue	Van Nuys	CA	91411 88012
Estate of James N. Coll, possible heir Max W. Coll, III	7625 El Centro Boulevard, Unit #2	Las Cruces	NM	88012
ETZ OIL PROPERTIES LTD.	PO Box 73406	Phoenix	AZ	85050-1041
GEORGE H ETZ, JR TRUSTEE	1105 XANTHISMA	MCALLEN	TX	78504-3519
Guard Income Fund LP	1550 Larimer St #505	Denver	CO	80202-1602
HIGGINS TRUST, INC	P O BOX 2421	GAINESVILLE	GA	30503
INGRID D POWELL, TRUSTEE	C&I Powell Rev Liv Tr Dtd 06/16/1978, 114 Las Brisas Dr	Monterey	CA	93940-7611
Jack Erwin	PO Box 51802	Midland	TX	79710-1802
Jennifer Deland	181 Elm	Zavalla	TX	75980-7172
Jennifer E Deland & LeRoy E DeLand	Revocable Trust, 02-11-2010 181 Elm	Zavalla	TX	75980-7172
Jon Brickey	4821 Rangewood Ct	Midland	TX	79707-2630
Karen Irish f/k/a Karen Rapkoch	320 Old Hickory Blvd., Unit 711	Nashville	TN	37221-1309
Keaton Brickey	5211 Preston Dr	Midland	TX	79707-5104
Kerr-McGee Oil & Gas Onshore LP	5 Greenway Plz Ste 110	Houston	TX	77046-0521
Mary Dupuis	3119 3rd Ave S	Great Falls	MT	59405-3357
Max W Coll III	7625-2 El Centro Blvd	Las Cruces	NM	88012
Michelle Deane	307 Highland Rd	Tiverton	RI	02878-4416
NHPP Permian LLC	1106 Witte Rd. Suite 400	Houston	TX	77055
PEO Lobo LLC	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643
Pony Express Acquisitions LLC	5299 DTC Blvd Ste 840	Greenwood Village	CO	80111-3362
Red Tail Oil & Gas LLC	9001 Airport Fwy Ste 825	North Richland Hills	TX	76180-7795
REPUBLIC NATL BANK OF DALLAS	TRUSTEE U/W S E ANDREWS, P.O. BOX 241	Dallas	TX	75221
Russell J Cox	4853 Fallon Pl	Dallas	TX	75227-2935
Show Goat Capital Lp	PO Box 50576	Austin	TX	78763
Sabine Oil & Gas Corporation (FKA Forest Oil Corporation) (FKA The Wiser Oil Company) (FKA Southern Petroleum Exploration, Inc.)	1415 Louisiana Street Suite 1600	Houston	TX	77002
Spirit Trail LLC	P O Box 1818	Roswell	NM	88202-1818

Thomas Rapkoch	2527 38th Ave	San Francisco	CA	94116-2885
Vince Holdings LLC	PO Box 65318	Lubbock	TX	79464-5318
Wheat Company Trust	Margery M. Wheat Huyck & Richard J. Huyck, Trustees, 441 Baltusrol Dr	Aptos	CA	95003-5407
Wing Resources VI LLC	2100 McKinney Ave Ste. 1540	Dallas	TX	75201-2140
MRC Permian Company	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
Devon Energy Production Co LP	PO Box 843559	Dallas	TX	75284-3559
ConocoPhillips Company	600 W Illinois Ave	Midland	TX	79701-4882
COG Operating LLC	550 W Texas Ave., Suite 1300	Midland	TX	79701
PEO Permian LLC	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643
Camterra Resources Partners, Ltd.	3811 Turtle Creek Drive, Suite 1275	Dallas	TX	75219
Chevron U.S.A. Inc.	1400 Smith Street	Houston	TX	77002
Demeter Resources, LLC	433 E. Las Colinas Blvd. Suite 840	Irving	TX	75039
Minerva Resources Group, LLC	433 E. Las Colinas Blvd. Suite 840	Irving	TX	75039
Prime Rock Resources AgentCo, Inc. as agent and nominee for Prime Rock Resources, LLC	203 W. Wall Street, Suite 1000	Midland	TX	79701
Foran Oil Company	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
Performance Oil and Gas Company	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
Pontem Energy Partners I, LP	9001 Airport Freeway, Suite 825	North Richland Hills	TX	76180
Chief Capital (O&G) II LLC	8111 Westchester Drive, Suite 900	Dallas	TX	75225
Swarm Resources, LLC	12801 N. Central Expressway, Suite 380	Dallas	TX	75243
Lapetco, Inc.	16200 Addison Road, Suite 100	Addison	TX	75001
Michelle M. Wiley, Trustee under the Michelle M. Wiley Dynasty Trust, under trust agreement dated August 21, 1997	6608 Ocaso Drive	Castle Pines	CO	80108
Stephen P. Anderson, Trustee under the Stephen P. Anderson Dynasty Trust, under trust agreement dated August 21, 1997	4144 Carroway Seed Drive	Johnstown	CO	80534
Pakse Acquisitions, LLC	5299 DTC Blvd Ste 840	Greenwood Village	CO	80111
PEP Frio Development SPV LLC	100 Waugh Drive, Suite 600	Houston	TX	77007
Frio Energy Holdings I LLC	8849 Larston St	Houston	TX	77055
EPK Capital, LLC	1534 Chippendale Rd	Houston	TX	77018
Pablo Cortez	1408 N. Riverfront Blvd., #271	Dallas	TX	75207
Deborah Davis	8208 Fin Wood Court	North Richland Hills	TX	76182

Davood Ghorbani	2605 Hackberry Place	Plano	TX	75025
Constantine Capital, LLC	1408 N. Riverfront Blvd., #271	DALLAS	TX	75207
32 Mineral I BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
32 Mineral II BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
ACB BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Apollo Permian, LLC	P.O. Box 14779	Oklahoma City	OK	73113
Black Mountain Operating, LLC	500 Main Street, Suite 1200	Fort Worth	TX	76102
BMT I BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
BMT II BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Calmetto, II Ltd.	P.O. Box 11107	Midland	TX	79702
Capital Partnership II (CTAM) BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
CMB BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Collins & Jones Investments, LLC	508 W. Wall Street, Suite 1200	Midland	TX	79701
Crown Oil Partners, LP	P.O. Box 50820	Midland	TX	79710
David W. Cromwell	2008 Country Club Dr.	Midland	TX	79701
Deane Durham	P.O. Box 50820	Midland	TX	79710
Good News Minerals, LLC	P.O. Box 50820	Midland	TX	79710
H. Jason Wacker	5601 Hillcrest	Midland	TX	79707
HCDD, LLC	600 Las Colinas Blvd., Ste. 1900	Irving	TX	75039
Janice Lynn Berke-Davis	4215 Austin Meadow Dr.	Sugar Land	TX	77479
JPAK, LP	507 Indigo Ln	Georgetown	TX	78628
Kaleb Smith	P.O. Box 50820	Midland	TX	79710
Lisa Carol Muratta	5208 Blossom St #9	Houston	TX	77007
LMC Energy, LLC	550 W. Texas Ave., Suite 945	Midland	TX	79701
Lori Michelle Muratta	2108 Sunset Blvd	Houston	TX	77005
Mike Moylett	P.O. Box 50820	Midland	TX	79710
MLB BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Momentum Minerals Nominee II, Inc.	750 Town & Country Blvd., Suite 420	Houston	TX	77024
Oak Valley Mineral and Land, LP	P.O. Box 50820	Midland	TX	79710
Paul Matthew Muratta	177 Wilson Dr.	Gadsden	AL	35901
Pegasus Resources II, LLC	P.O. Box 470698	Fort Worth	TX	76147
Post Oak Crown IV, LLC	5200 San Felipe	Houston	TX	77056
Post Oak Crown IV-B, LLC	5200 San Felipe	Houston	TX	77056
Post Oak Mavros II, LLC	34 S. Wynden Dr., Ste. 210	Houston	TX	77056
Prime Rock Resources ORRI, Inc.	203 West Wall Street, Suite 1000	Midland	TX	79701
RIMCO Royalty Partners, LP	600 Travis, Suite 7050	Houston	TX	77002
Roy S. Peugh, Jr.	Box 1264	Jal	NM	88252

Sortida Resources, LLC	P.O. Box 50820	Midland	TX	79710
Southeast Royalties, Inc.	P.O. Box 1359	Carlsbad	NM	88221
SRBI I BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
SRBI II BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Stacy Anne O'Malley	3755 Maroneal	Houston	TX	77025
The "S" Family Partners, Ltd.	P.O. Box 11106	Midland	TX	79702
Thru Line BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Tonjua Metcalf	22 Antebellum Ct.	Odessa	TX	79762
TRB BPEOR NM, LLC	201 Main Street, Suite 2600	Fort Worth	TX	76102
Viper Energy Partners, LLC	500 West Texas, Suite 1200	Midland	TX	79701
Wesley K. Noe	3323 Maxwell	Midland	TX	79705
XTO Delaware Basin, LLC	22777 Springwoods Village Parkway	Spring	TX	77389
XTO Holdings, LLC	22777 Springwoods Village Parkway	Spring	TX	77389
Becky Christmas a/k/a Becky Brooks Lee Christmas	P.O. Box 173	Wagon Mound	NM	87752
Elizabeth Lee Berry, a/k/a Elizabeth "Libby" Berry, a/k/a Elizabeth Forrester Berry, a/k/a Elizabeth Forrest Berry, as her separate property	P.O. Box 160	Eunice	NM	88231
T Over V Ranch Land, LLLP	P.O. Box 160	Eunice	NM	88231
Erik R. Anderson	2292 County Road 220	Cheyenne	WY	82009
David Sanchez	600 Goliad Ct. NW	Albuquerque	NM	87107
John Richard Anderson Estate	P.O. Box 136	Gail	TX	79738
Bill Lane Lee, Jr. Trustee of the B. Lane Lee, Jr. Trust, dated June 1, 2016	11363 Corsica Mist Avenue	Las Vegas	NV	89135-1338
Melissa Ann "Missy" Lee Belz	387 FM 177 E.	Jacksonville	TX	75766-8299
Richard Randolph Lee and Gabriel Agustin Romero Gonzalez, Co-Trustees of the RIGA Living Trust date October 29, 2021	11363 Corsica Mist Avenue	Las Vegas	NV	89135-1338
Mary Ann Waldrop a/k/a Mary Ann Lee, as her separate property	3974 Herbert Road	San Angelo	TX	76905
Kinard Resources, LLC	P.O. Box 101532	Fort Worth	TX	76185
Roddy D. Hughes and Brookie Lee Hughes, Co-Trustees of the Roddy D. and Brookie L. Hughes Revocable Trust Declaration, dated April 7, 2016	2814 Emerson Place	Midland	TX	79705
Sarah Elizabeth Anderson	6301 North Sheridan Road, #23K	Chicago	IL	60660

Scharbauer Minerals, LP	300 N. Marienfeld, Suite 700	Midland	TX	79701
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**Paula M. Vance**  
**Associate**  
**Phone** (505) 988-4421  
**Fax** (505) 819-5579  
pmvance@hollandhart.com

November 16, 2023

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company to amend NMOCD Order CTB-1083 and for administrative approval to surface commingle (lease and pool) oil and gas production from the spacing units comprising the E/2 of Sections 4, 9, 16 and 21, Township 20 South, Range 33 East, NMPM, Lea County, New Mexico (the “Lands”)**

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from the date this application is received by the Division’s Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

If you have any questions about this application, please contact the following:

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

Sincerely,

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

MRC - Pony Express East Amended Commingling  
Postal Delivery Report

9402811898765498004195	Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004140	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004188	New Mexico State Land Office	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004133	New Mexico State Land Office	PO Box 1148	Santa Fe	NM	87504-1148	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004171	Aimee Ducharme	6 Equality Park W	Newport	RI	02840-2603	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004317	Alan Peters	PO Box 52002	Midland	TX	79710-2002	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004355	Braille Institute of America	PO Box 840738 Bank Of America NA Agent	Dallas	TX	75284-0738	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004362	Burlington Resources Oil & Gas	Company Lp700 Plaza Office Building	Bartlesville	OK	74004-0001	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498004324	Carl A Robinson Production Ltd	908 W Berry St	Ft Worth	TX	76110-3506	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004300	Testamentary Trust U/W/O Max W Coll II, Catherine Joyce-Coll, Trustee	83 La Barbaria Trl	Santa Fe	NM	87505-9008	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004393	Cecil Bond Kyte	PO Box 30864	Santa Barbara	CA	93130-0864	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004348	Cecile Marie Dreessen	PO Box 1370	Poulsbo	WA	98370-0136	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004386	Celeste Martley	663 Union St	Portsmouth	RI	02871-2211	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004331	Cutbow PE Acquisitions LLC	5299 Dtc Blvd Ste 840	Greenwood Village	CO	80111-3362	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004379	Daniel Rapkoch	3609 Leahi Ave Apt A	Honolulu	HI	96815-4293	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004058	Deborah S Moore	2010 Sinclair Ave	Midland	TX	79705-8647	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498004065	Denise Crimmins	108 Riverview Ave	Middletown	RI	02842-5323	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004027	Diamond Lil Properties LLC	PO Box 1818	Roswell	NM	88202-1818	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004003	Double Cabin Minerals LLC	1515 Wynkoop St Ste 700	Denver	CO	80202-2062	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004096	EAG Minerals LLC	PO Box 50633	Midland	TX	79710-0633	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004034	C/O Edward T. Dreessen, Jr., Co-Trustee, Edward T Dreessen Jr Trust	PO Box 830	Palo Cedro	CA	96073-0830	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004072	Eric D Fein	16206 Red Cedar Trl	Dallas	TX	75248-3940	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004416	Estate of James N. Coll, possible heir John F. Coll, II	7335 Walla Walla Dr	San Antonio	TX	78250-5242	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004454	Estate of James N. Coll, possible heir Eric J. Coll	PO Box 1818	Roswell	NM	88202-1818	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498004461	Estate of James N. Coll, possible heir Clarke C. Coll	PO Box 1818	Roswell	NM	88202-1818	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004423	Estate of James N. Coll, possible heir Melanie Coll DeTemple	5653 Tobias Ave	Van Nuys	CA	91411-3348	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004492	Estate of James N. Coll, possible heir Max W. Coll, III	7625 El Centro Blvd Unit 2	Las Cruces	NM	88012-9313	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004447	ETZ OIL PROPERTIES LTD.	PO Box 73406	Phoenix	AZ	85050-1041	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004485	George H Etz, Jr Trustee	1105 Xanthisma Ave	McAllen	TX	78504-3519	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004430	Guard Income Fund LP	1550 Larimer St Unit 505	Denver	CO	80202-1602	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004478	Higgins Trust, Inc.	PO Box 2421	Gainesville	GA	30503-2421	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004515	C&I Powell Rev Liv Tr Dtd 06/16/1978, Ingrid D. Powell, Trustee	114 Las Brisas Dr	Monterey	CA	93940-7611	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498004553	Jack Erwin	PO Box 51802	Midland	TX	79710-1802	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004560	Jennifer Deland	181 Elm	Zavalla	TX	75980-7172	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004522	Jennifer E Deland & LeRoy E DeLand Revocable Trust, 02-11-2010	181 Elm	Zavalla	TX	75980-7172	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004508	Jon Brickey	4821 Rangewood	Midland	TX	79707-2630	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004591	Karen Irish f/k/a Karen Rapkoch	320 Old Hickory Blvd Apt 711	Nashville	TN	37221-1309	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004546	Keaton Brickey	5211 Preston Dr	Midland	TX	79707-5104	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004584	Kerr-McGee Oil & Gas Onshore LP	5 Greenway Plz Ste 110	Houston	TX	77046-0521	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498004539	Mary Dupuis	3119 3rd Ave S	Great Falls	MT	59405-3357	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498004577	Max W Coll III	7625 El Centro Blvd unit 2	Las Cruces	NM	88012-9313	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005215	Michelle Deane	307 Highland Rd	Tiverton	RI	02878-4416	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005253	NHPP Permian LLC	1106 Witte Rd Ste 400	Houston	TX	77055-2164	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005260	PEO Lobo LLC	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005222	Pony Express Acquisitions LLC	5299 Dtc Blvd Ste 840	Greenwood Village	CO	80111-3362	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005208	Red Tail Oil & Gas LLC	9001 Airport Fwy Ste 825	North Richland Hills	TX	76180-7795	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005291	Trustee U/W E Andrews, Republic Natl Bank of Dallas	PO Box 241	Dallas	TX	75221	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005246	Russell J Cox	4853 Fallon Pl	Dallas	TX	75227-2935	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005284	Show Goat Capital Lp	PO Box 50576	Austin	TX	78763-0576	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005239	Sabine Oil & Gas Corporation FKA Forest Oil Corporation FKA The Wiser Oil Company FKA Southern Petroleum Exploration, Inc.	1415 Louisiana St Ste 1600	Houston	TX	77002-7490	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005277	Spirit Trail LLC	PO Box 1818	Roswell	NM	88202-1818	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005819	Thomas Rapkoch	2527 38th Ave	San Francisco	CA	94116-2855	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005864	Vince Holdings LLC	PO Box 65318	Lubbock	TX	79464-5318	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005826	Margery M. Wheat Huyck & Richard J. Huyck, Trustees, Wheat Company Trust	441 Baltusrol Dr	Aptos	CA	95003-5407	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005895	Wing Resources VI LLC	2100 McKinney Ave Ste 1540	Dallas	TX	75201-2140	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005840	MRC Permian Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005833	Devon Energy Production Co LP	PO Box 843559	Dallas	TX	75284-3559	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005871	ConocoPhillips Company	600 W Illinois Ave	Midland	TX	79701-4882	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005758	COG Operating LLC	550 W Texas Ave Ste 1300	Midland	TX	79701-4257	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005765	PEO Permian LLC	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005727	Camterra Resources Partners, Ltd.	3811 Turtle Creek Blvd Ste 1275	Dallas	TX	75219-4556	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005796	Chevron U.S.A. Inc.	1400 Smith St	Houston	TX	77002-7327	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005741	Chevron U.S.A. Inc.	6301 Deauville Attn Land Department	Midland	TX	79706-2964	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005789	Demeter Resources, LLC	433 Las Colinas Blvd E Ste 840	Irving	TX	75039-5107	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005734	Minerva Resources Group, LLC	433 Las Colinas Blvd E Ste 840	Irving	TX	75039-5107	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005772	Prime Rock Resources Agent Co, Inc. as agent and nominee for Prime Rock Resources, LLC	203 W Wall St Ste 1000	Midland	TX	79701-4525	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005918	Foran Oil Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005956	Performance Oil and Gas Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005963	Pontem Energy Partners I, LP	9001 Airport Fwy Ste 825	North Richland Hills	TX	76180-7795	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005925	Chief Capital O&G II LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005994	Swarm Resources, LLC	12801 N Central Expy Ste 380	Dallas	TX	75243-1864	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005949	Lapetco, Inc.	16200 Addison Rd Ste 100	Addison	TX	75001-5389	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005987	Michelle M. Wiley Dynasty Trust, under trust Michelle M. Wiley, Trustee under the agreement dated August 21, 1997	6608 Ocaso Dr	Castle Pines	CO	80108-8138	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005932	Stephen P. Anderson Dynasty Trust, under trust Stephen P. Anderson, Trustee under the agreement dated August 21, 1997	4144 Carroway Seed Dr	Johnstown	CO	80534-8257	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005970	Pakse Acquisitions, LLC	5299 Dtc Blvd Ste 840	Greenwood Village	CO	80111-3362	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005611	PEP Frio Development SPV LLC	100 Waugh Dr Ste 600	Houston	TX	77007-6340	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005666	Frio Energy Holdings I LLC	8849 Larston St	Houston	TX	77055-4723	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005628	EPK Capital, LLC	1534 Chippendale Rd	Houston	TX	77018-5128	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005604	Pablo Cortez	1408 N Riverfront Blvd Unit 271	Dallas	TX	75207-3912	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005697	Deborah Davis	8208 Fin Wood Ct	North Richland Hills	TX	76182-8436	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005642	Davood Ghorbani	2605 Hackberry Pl	Plano	TX	75025-6020	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005680	Constantine Capital, LLC	1408 N Riverfront Blvd Unit 271	Dallas	TX	75207-3912	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005635	32 Mineral I BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005116	32 Mineral II BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005161	ACB BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005123	Apollo Permian, LLC	PO Box 14779	Oklahoma City	OK	73113-0779	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005109	Black Mountain Operating, LLC	500 Main St Ste 1200	Fort Worth	TX	76102-3926	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005192	BMT I BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005147	BMT II BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005185	Calmetto, II Ltd.	PO Box 11107	Midland	TX	79702-8107	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005130	Capital Partnership II CTAM BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005314	CMB BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005369	Collins & Jones Investments, LLC	508 W Wall St Ste 1200	Midland	TX	79701-5076	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005321	Crown Oil Partners, LP	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005307	David W. Cromwell	2008 Country Club Dr	Midland	TX	79701-5719	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005390	Deane Durham	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005345	Good News Minerals, LLC	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005383	H. Jason Wacker	5601 Hillcrest	Midland	TX	79707-9113	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005338	HCDD, LLC	600 Las Colinas Blvd E Ste 1900	Irving	TX	75039-5626	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005376	Janice Lynn Berke-Davis	4215 Austin Meadow Dr	Sugar Land	TX	77479-3037	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005017	JPAK, LP	507 Indigo Ln	Georgetown	TX	78628-6924	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005055	Kaleb Smith	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005062	Lisa Carol Muratta	5208 Blossom St Unit 9	Houston	TX	77007-5377	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005024	LMC Energy, LLC	550 W Texas Ave Ste 945	Midland	TX	79701-4233	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005000	Lori Michelle Muratta	2108 Sunset Blvd	Houston	TX	77005-1528	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005093	Mike Moylett	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005048	MLB BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005086	Momentum Minerals Nominee II, Inc.	750 Town And Country Blvd Ste 420	Houston	TX	77024-3914	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005031	Oak Valley Mineral and Land, LP	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005079	Paul Matthew Muratta	177 Wilson Dr	Gadsden	AL	35901-8839	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005451	Pegasus Resources II, LLC	PO Box 470698	Fort Worth	TX	76147-0698	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005468	Post Oak Crown IV, LLC	5200 San Felipe St	Houston	TX	77056-3606	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005420	Post Oak Crown IV-B, LLC	5200 San Felipe St	Houston	TX	77056-3606	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005499	Post Oak Mavros II, LLC	34 S Wynden Dr Ste 210	Houston	TX	77056-2531	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005437	Prime Rock Resources ORRI, Inc.	203 W Wall St Ste 1000	Midland	TX	79701-4525	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005475	RIMCO Royalty Partners, LP	600 Travis St Ste 7050	Houston	TX	77002-3009	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005512	Roy S. Peugh, Jr.	PO Box 1264	Jal	NM	88252-1264	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005567	Sortida Resources, LLC	PO Box 50820	Midland	TX	79710-0820	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005598	Southeast Royalties, Inc.	PO Box 1359	Carlsbad	NM	88221-1359	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005543	SRBI I BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498005536	SRBI II BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498005574	Stacy Anne OMalley	3755 Maroneal St	Houston	TX	77025-1219	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002252	The S Family Partners, Ltd.	PO Box 11106	Midland	TX	79702-8106	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002269	Thru Line BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002221	Tonjua Metcalf	22 Antebellum Ct	Odessa	TX	79762-4715	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002207	TRB BPEOR NM, LLC	201 Main St Ste 2600	Fort Worth	TX	76102-3134	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002245	Viper Energy Partners, LLC	500 W Texas Ave Ste 1200	Midland	TX	79701-4203	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002283	Wesley K. Noe	3323 Maxwell Dr	Midland	TX	79707-4803	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498002238	XTO Delaware Basin, LLC	22777 Springwoods Village Pkwy	Spring	TX	77389-1425	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002276	XTO Holdings, LLC	22777 Springwoods Village Pkwy	Spring	TX	77389-1425	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002818	Becky Christmas a/k/a Becky Brooks Lee Christmas	PO Box 173	Wagon Mound	NM	87752-0173	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002856	Elizabeth Lee Berry, a/k/a Elizabeth Libby Berry, a/k/a Elizabeth Forrester Berry, a/k/a Elizabeth Forrest Berry, as her separate prope	PO Box 160	Eunice	NM	88231-0160	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002863	T Over V Ranch Land, LLLP	PO Box 160	Eunice	NM	88231-0160	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002825	Erik R. Anderson	2292 Road 220	Cheyenne	WY	82009-4518	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002801	David Sanchez	600 Goliad Ct NW	Albuquerque	NM	87107-5411	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002894	John Richard Anderson Estate	PO Box 136	Gail	TX	79738-0136	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.

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9402811898765498002849	Bill Lane Lee, Jr. Trustee of the B. Lane Lee, Jr. Trust, dated June 1, 2016	11363 Corsica Mist Ave	Las Vegas	NV	89135-1338	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002887	Melissa Ann Missy Lee Belz	387 Fm 177 E	Jacksonville	TX	75766-8299	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002832	Richard Randolph Lee and Gabriel Agustin Romero Gonzalez, Co-Trustees of the RIGA Living Trust date October 29, 2021	11363 Corsica Mist Ave	Las Vegas	NV	89135-1338	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002757	Mary Ann Waldrop a/k/a Mary Ann Lee, as her separate property	3974 Herbert Rd	San Angelo	TX	76905-2932	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002764	Kinard Resources, LLC	PO Box 101532	Fort Worth	TX	76185-1532	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002726	Roddy D. Hughes and Brookie Lee Hughes, Co-Trustees of the Roddy D. and Brookie L. Hughes Revocable Trust Declaration, dated Apr	2814 Emerson Pl	Midland	TX	79705-4202	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002702	Sarah Elizabeth Anderson	6301 N Sheridan Rd Apt 23K	Chicago	IL	60660-5701	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; contact the shipper or shipping partner with any inquiries.
9402811898765498002740	Scharbauer Minerals, LP	300 N Marienfeld St Ste 700	Midland	TX	79701-4322	A shipping label has been prepared for your item. A delivery date will be provided when USPS receives the package; 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](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Lamkin, Baylen L](#)  
**Subject:** Approved Administrative Order PLC-923  
**Date:** Tuesday, February 13, 2024 4:45:06 PM  
**Attachments:** [PLC923 Order.pdf](#)

NMOCD has issued Administrative Order PLC-923 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48940	Pony Express Federal Com #505H	E/2 E/2	16-20S-33E	96399
		E/2 E/2	21-20S-33E	
30-025-48942	Pony Express Federal Com #604H	E/2 E/2	16-20S-33E	96399
		E/2 E/2	21-20S-33E	
30-025-49049	Pony Express Federal Com #504H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	
30-025-49051	Pony Express Federal Com #603H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	
30-025-51289	Silver Federal Com #114H	E/2 E/2	4-20S-33E	27220
		E/2 E/2	9-20S-33E	
30-025-51290	Silver Federal Com #124H	E/2 E/2	4-20S-33E	27220
		E/2 E/2	9-20S-33E	
30-025-48923	Silver Federal Com #403H	W/2 E/2	4-20S-33E	27220
		W/2 E/2	9-20S-33E	
30-025-48926	Silver Federal Com #504H	W/2 E/2	4-20S-33E	27220
		W/2 E/2	9-20S-33E	

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

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MATADOR PRODUCTION COMPANY**

**ORDER NO. PLC-923**

**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 certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease 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.

### **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 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-1083.
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:** 2/13/24

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-923

Operator: Matador Production Company (228937)

Central Tank Battery: Pony Express East Tank Battery

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

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

### Pools

Pool Name	Pool Code
GEM; BONE SPRING	27220
TEAS;BONE SPRING, WEST	96399

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
E0 3441 0008	NW/4 NE/4	16-20S-33E
E0 3441 0005	A G H	16-20S-33E
V0 5241 0002	SE/4	16-20S-33E
NMNM 105447007 (013280)	NE/4	21-20S-33E
NMNM 105373857 (134877)	SE/4	21-20S-33E
NMNM 105393896 (111243)	A B H	4-20S-33E
E0 5231 0019	G I J	4-20S-33E
Fee	O	4-20S-33E
Fee	P	4-20S-33E
NMNM 105480013 (104724)	NE/4	9-20S-33E
NMNM 105321524 (051844)	J O	9-20S-33E
NMNM 105548181 (104718)	I	9-20S-33E
NMNM 105370455 (094851)	P	9-20S-33E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-48940	Pony Express Federal Com #505H	E/2 E/2	16-20S-33E	96399
		E/2 E/2	21-20S-33E	
30-025-48942	Pony Express Federal Com #604H	E/2 E/2	16-20S-33E	96399
		E/2 E/2	21-20S-33E	
30-025-49049	Pony Express Federal Com #504H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	
30-025-49051	Pony Express Federal Com #603H	W/2 E/2	16-20S-33E	96399
		W/2 E/2	21-20S-33E	
30-025-51289	Silver Federal Com #114H	E/2 E/2	4-20S-33E	27220
		E/2 E/2	9-20S-33E	
30-025-51290	Silver Federal Com #124H	E/2 E/2	4-20S-33E	27220
		E/2 E/2	9-20S-33E	
30-025-48923	Silver Federal Com #403H	W/2 E/2	4-20S-33E	27220
		W/2 E/2	9-20S-33E	

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30-025-48926

Silver Federal Com #504H

W/2 E/2  
W/2 E/2

4-20S-33E  
9-20S-33E

27220

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-923  
Operator: Matador Production Company (228937)

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 106319609	W/2 E/2	16-20S-33E	320	A
	W/2 E/2	21-20S-33E		
CA Bone Spring NMNM 106319606	E/2 E/2	16-20S-33E	320	B
	E/2 E/2	21-20S-33E		
CA Bone Spring BLM	W/2 E/2	4-20S-33E	320.31	C
	W/2 E/2	9-20S-33E		
CA Bone Spring BLM	E/2 E/2	4-20S-33E	320.21	D
	E/2 E/2	9-20S-33E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
E0 3441 0008	NW/4 NE/4	16-20S-33E	40	A
E0 3441 0005	SW/4 NE/4	16-20S-33E	40	A
V0 5241 0002	W/2 SE/4	16-20S-33E	80	A
NMNM 105447007 (013280)	W/2 NE/4	21-20S-33E	80	A
NMNM 105373857 (134877)	W/2 SE/4	21-20S-33E	80	A
E0 3441 0005	E/2 NE/4	16-20S-33E	80	B
V0 5241 0002	E/2 SE/4	16-20S-33E	80	B
NMNM 105447007 (013280)	E/2 NE/4	21-20S-33E	80	B
NMNM 105373857 (134877)	E/2 SE/4	21-20S-33E	80	B
NMNM 105393896 (111243)	B	4-20S-33E	40.31	C
E0 5231 0019	G J	4-20S-33E	80	C
Fee	O	4-20S-33E	40	C
NMNM 105480013 (104724)	B G	9-20S-33E	80	C
NMNM 105321524 (051844)	J O	9-20S-33E	80	C
NMNM 105393896 (111243)	A H	4-20S-33E	80.21	D
E0 5231 0019	I	4-20S-33E	40	D
Fee	P	4-20S-33E	40	D
NMNM 105480013 (104724)	A H	9-20S-33E	80	D
NMNM 105548181 (104718)	I	9-20S-33E	40	D
NMNM 105370455 (094851)	P	9-20S-33E	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 286753

**CONDITIONS**

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 286753
	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.	2/13/2024