

State of New Mexico
Energy, Minerals and Natural Resources

Form **Page 1 of 67**
Revised July 19, 2023

Office
District I – (575) 393-6161
1625 N. French Dr., Hobbs, NM 88240
District II – (575) 748-1283
811 S. First St., Artesia, NM 88210
District III – (505) 334-6178
1000 Rio Brazos Rd., Aztec, NM 87410
District IV – (505) 476-3460
1220 S. St. Francis Dr., Santa Fe, NM
87505

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO. 30-025-51290
1. Type of Well: Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/>		5. Indicate Type of Lease STATE <input checked="" type="checkbox"/> FEE <input checked="" type="checkbox"/>
2. Name of Operator MATADOR PRODUCTION COMPANY		6. State Oil & Gas Lease No.
3. Address of Operator 5400 LBJ Freeway, Ste 1500, Dallas, TX 75240		7. Lease Name or Unit Agreement Name Silver Fed Com
4. Well Location Unit Letter Lot A: 115 feet from the North line and 548 feet from the East line Section 16 Township 20-S Range 33-E NMPM County Lea		8. Well Number 124H
11. Elevation (Show whether DR, RKB, RT, GR, etc.) 3550'		9. OGRID Number 228937
		10. Pool name or Wildcat Gem; Bone Spring

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

NOTICE OF INTENTION TO:		SUBSEQUENT REPORT OF:	
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	P AND A <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	MULTIPLE COMPL <input type="checkbox"/>	CASING/CEMENT JOB <input type="checkbox"/>	
DOWNHOLE COMMINGLE <input type="checkbox"/>			
CLOSED-LOOP SYSTEM <input type="checkbox"/>			
OTHER: <input type="checkbox"/>		OTHER: <input type="checkbox"/>	

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

Pursuant to Administrative Order PLC-923, Matador files this notice that the attached three communitization agreements have been approved.

Spud Date:

Rig Release Date:

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

SIGNATURE  TITLE Senior Vice President and Assistant General Counsel DATE 4/18/24

Type or print name Kyle Perkins E-mail address: Kperkins@matadorresources.com PHONE: 972-371-5202

For State Use Only

APPROVED BY: _____ TITLE _____ DATE _____

Conditions of Approval (if any):



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Preston Cazale
MRC Permian Company
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240

February 7th, 2024

Re: Communitization Agreement Approval
Silver Federal Com #124H
Vertical Extent: Bone Spring
Township: 20 South, Range 33 East, NMPM
Section 4: Lot 1, SE4NE4, E2SE4
Section 9: E2E2

Lea County, New Mexico

Dear Mr. Cazale,

The Commissioner of Public Lands has this date approved the Silver Federal Com #124H Communitization Agreement for the Bone Spring formation effective 1-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

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

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Matador Production Company
Silver Federal Com #124H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 4: Lot 1, SE4NE4, E2SE4
Section 9: E2E2

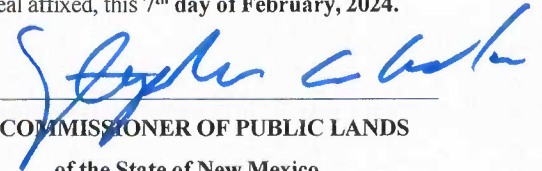
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Matador Production Company
Silver Federal Com #124H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 4: Lot 1, SE4NE4, E2SE4
Section 9: E2E2

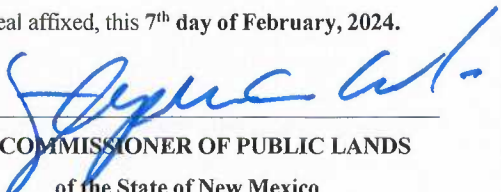
Lea County, New Mexico

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

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Matador Production Company
Silver Federal Com #124H
Bone Spring**

**Township: 20 South, Range: 33 East, NMPM
Section 4: Lot 1, SE4NE4, E2SE4
Section 9: E2E2**

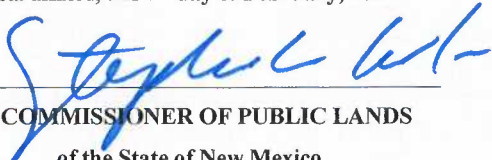
Lea County, New Mexico

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised June, 2022

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.

ONLINE
version
June 2022

State/Fed/Fee

1

2024 FEB -1 PM 1:12

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.

2024 FEB -1 PM 1:12

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

2024 FEB 1 PM 1:12

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.

2024 FEB - 1 PM 1:12

Operator: Matador Production Company

By: Kyle Perkins – Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Kyle Perkins
Signature of Authorized Agent
1/31/24

IE
pk

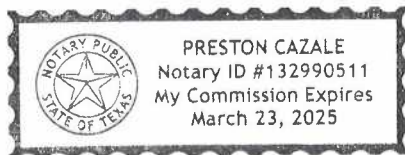
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **Matador Production Company**, on behalf of said corporation.

Preston Cazale
Signature



Preston Cazale
Name (Print)
My commission expires 3/23/2025

2024 FEB -1 PM 1:12

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

MRC Permian Company

By: *Kyle Perkins* *SE* *pod*
Kyle Perkins – Senior Vice President and Assistant General Counsel
 Print Name

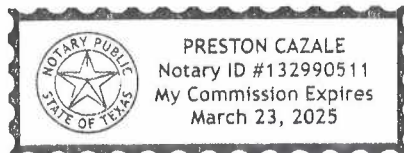
Date: 1/31/24

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **MRC Permian Company** on behalf of said corporation.



Preston Cazale
 Signature

Preston Cazale
 Name (Print)
 My commission expires 3/23/2025

2024 FEB -1 PM 1:12

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 Resources, LLC
Mineva Resources Group, 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: 1/8th
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

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

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised June, 2022

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.

ONLINE
version
June 2022

State/Fed/Fee

1

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

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

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

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
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.

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Operator: Matador Production Company

By: Kyle Perkins – Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

Kyle Perkins

Signature of Authorized Agent

1/31/24

IE
gdd

ACKNOWLEDGEMENT

STATE OF TEXAS

§

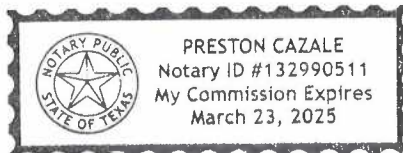
COUNTY OF DALLAS

§

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **Matador Production Company**, on behalf of said corporation.

Preston Cazale

Signature



Preston Cazale

Name (Print)

My commission expires 3/23/2025

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

MRC Permian Company

By: _____

Kyle Perkins – Senior Vice President and Assistant General Counsel
Print Name

Date: _____

Acknowledgment in a Representative Capacity

STATE OF TEXAS)

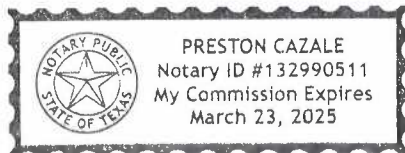
§

COUNTY OF DALLAS)

§

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **MRC Permian Company** on behalf of said corporation.

Preston Cazale
Signature



Preston Cazale
Name (Print)
My commission expires 3/23/2025

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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 Resources, LLC
Mineva Resources Group, 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: 1/8th
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

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



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Preston Cazale
MRC Permian Company
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240

February 7th, 2024

Re: Communitization Agreement Approval
Silver Federal Com #504H
Vertical Extent: Bone Spring
Township: 20 South, Range 33 East, NMPM
Section 4: Lot 2, SW4NE4, W2SE4
Section 9: W2E2

Lea County, New Mexico

Dear Mr. Cazale,

The Commissioner of Public Lands has this date approved the Silver Federal Com #504H Communitization Agreement for the Bone Spring formation effective 1-1-2024. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

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

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company
Silver Federal Com #504H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 4: Lot 2, SW4NE4, W2SE4
Section 9: W2E2

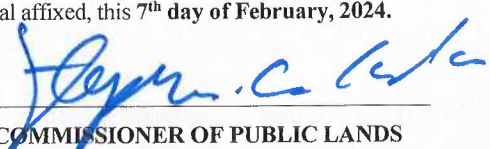
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Matador Production Company
Silver Federal Com #504H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 4: Lot 2, SW4NE4, W2SE4
Section 9: W2E2

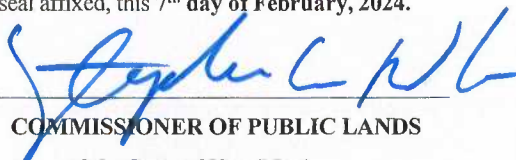
Lea County, New Mexico

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

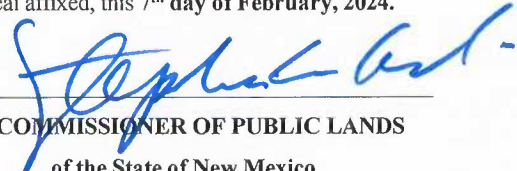
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Matador Production Company****Silver Federal Com #504H****Bone Spring****Township: 20 South, Range: 33 East, NMPM****Section 4: Lot 2, SW4NE4, W2SE4****Section 9: W2E2****Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of February, 2024.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised June, 2022

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.

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

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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 ²⁰²⁴ ~~2023~~ Month 1 Day, ²⁰²⁴ ~~2023~~ Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
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.

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Operator: Matador Production Company

By: Kyle Perkins – Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

[Signature]

Signature of Authorized Agent

1/31/24

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fdd

ACKNOWLEDGEMENT

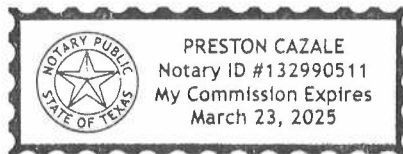
STATE OF TEXAS

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **Matador Production Company**, on behalf of said corporation.





[Signature]
Signature

Preston Cazale
Name (Print)
My commission expires 3/23/2025

2024 FEB -1 PM 1:13

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

MRC Permian Company

By:  *IE* 
Kyle Perkins – Senior Vice President and Assistant General Counsel
 Print Name

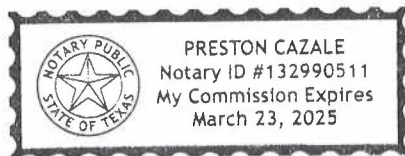
Date: 1/31/24


Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **MRC Permian Company** on behalf of said corporation.




 Signature
Preston Cazale
 Name (Print)
 My commission expires 3/23/2025

2024 FEB -1 PM 1:13

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 Resources, LLC
Mineva Resources Group, 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: 1/8th
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

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

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised June, 2022

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.

ONLINE
version
June 2022

State/Fed/Fee

1

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

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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 ²⁰²⁴ ~~2023~~ Month 1 Day, ³ ~~2023~~ Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
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.

2024 FEB -1 PM 1:14

Operator: Matador Production CompanyBy: Kyle Perkins – Senior Vice President and Assistant General Counsel
Name & Title of Authorized Agent

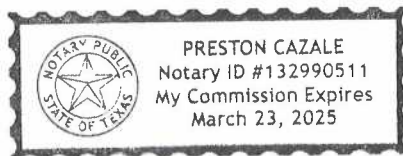
Kyle Perkins
Signature of Authorized Agent
1/31/24

IE
pdd

ACKNOWLEDGEMENT

STATE OF TEXAS) §COUNTY OF DALLAS) §

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **Matador Production Company**, on behalf of said corporation.



Preston Cazale
Signature

Preston Cazale
Name (Print)
My commission expires 3/23/2025

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

MRC Permian Company

By:  *JE ped*

Kyle Perkins – Senior Vice President and Assistant General Counsel
Print Name

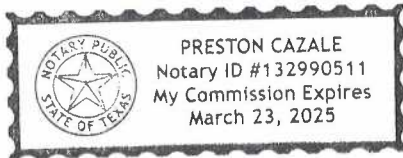
Date: 1/31/24

Acknowledgment in a Representative Capacity

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on January 31st, 2024, by **Kyle Perkins**, as **Senior Vice President and Assistant General Counsel** for **MRC Permian Company** on behalf of said corporation.




Signature

Preston Cazale
Name (Print)
My commission expires 3/23/2025

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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	Tract 1 Fed Lease NMNM- 111243 40.31 Acres	
	Tract 2 State Lease E0-5231-19 80.00 Acres	
	Tract 3 Fee 40.00 Acres	
Section 9	Tract 4 Fed Lease NMNM- 104724 80.00 Acres	
	Tract 5 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 Resources, LLC
Mineva Resources Group, 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: 1/8th
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

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



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Preston Cazale
MRC Permian Company
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240

December 12th, 2023

Re: Communitization Agreement Approval
Pony Express Federal Com #604H
Vertical Extent: Bone Spring
Township: 20 South, Range 33 East, NMPM
Section 16: E2E2
Section 21: E2E2

Lea County, New Mexico

Dear Mr. Cazale,

The Commissioner of Public Lands has this date approved the Pony Express Federal Com #604H Communitization Agreement for the Bone Spring formation effective 8-1-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

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

Sincerely,

Joseph Thompson

Joseph Thompson
Petroleum Specialist

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Matador Production Company
Pony Express Federal Com #604H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 16: E2E2
Section 21: E2E2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **12th** day of **December, 2023**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company
Pony Express Federal Com #604H
Bone Spring
Township: 20 South, Range: 33 East, NMPM
Section 16: E2E2
Section 21: E2E2

Lea County, New Mexico

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **12th day of December, 2023**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Matador Production Company
Pony Express Federal Com #604H
Bone Spring**

Township: 20 South, Range: 33 East, NMPM

Section 16: E2E2

Section 21: E2E2

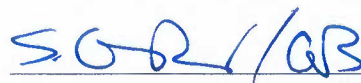
Lea County, New Mexico

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 12th day of December, 2023.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**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.

2023 AUG 15 AM 8:23

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.

2023 AUG 15 AM 8:23

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

Signature of Authorized Agent

IE
pdd

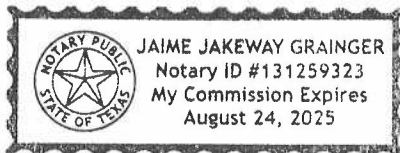
ACKNOWLEDGEMENT

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

Name (Print)

My commission expires

8/24/2025

2023 AUG 15 AM 8:23

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

MRC Permian Company

By: *Cr*

CR AIG N. ADAMS
Print Name

Date: 1/5/23

IE
per

Acknowledgment in a Representative Capacity

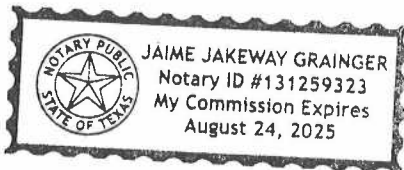
STATE OF TEXAS

§

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

2023 AUG 15 AM 8:23

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

ConocoPhillips Company

By: Ryan D. Owen

Print Name Ryan D. Owen ^{oe}
_{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 §

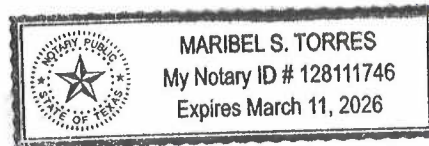
This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as

Attorney in Fact, for ConocoPhillips Co on
behalf of said corporation.

Maribel Torres
Signature

Maribel Torres
Name (Print)

My commission expires 3/11/2026



2023 AUG 15 AM 8:23

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

COG Operating, LLC

By: Ryan D. Owen

Ryan D. Owen
Print Name oe
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 §

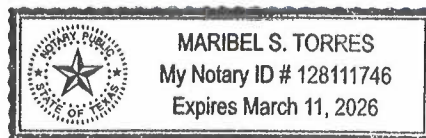
This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as

Attorney in Fact, for COG Operating LLC on
behalf of said corporation.

Maribel Torres
Signature

Maribel Torres
Name (Print)

My commission expires 3/11/2026



2023 AUG 15 AM 8:23

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

Devon Energy Production Company, LP

By: _____ A-1

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



2023 AUG 15 AM 8:23

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

Kerr-McGee Oil and Gas Onshore LP

By: _____

JIG

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

Name (Print)

My commission expires 5/31/2023

2023 AUG 15 AM 8:23

EXHIBIT "A"

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

Pony Express Fed Com #604H

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

EXHIBIT "B"

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

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

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

Lease Serial Number:	E0-3441-5
Lessor:	State of New Mexico
Lease Term:	5 Years
Lease Date:	4/10/1950
Royalty Rate:	1/8 th
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 th
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

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

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/contact-us>

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

CONDITIONS

Action 431353

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 431353
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	ACCEPTED FOR RECORD ONLY; any revisions or the addition of wells to the commingling project shall be reported in accordance with the Commingling Order.	2/12/2025