

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

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

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

 Print or Type Name

 Date

 Phone Number

 Signature

 e-mail Address



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

August 28, 2024

VIA ONLINE FILING

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

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease commingle) oil and gas production, off-lease measure, and off-lease store from spacing units underlying Lots 3 & 4, E/2 SW/4, and the SE/4 (S/2 equivalent) of irregular Section 30 and Lots 1-4, E/2 W/2 and the E/2 (all of Section 31 equivalent) of irregular Section 31, Township 24 South, Range 36 East, NMPM, Lea County, New Mexico (the "Lands")

Dear Mr. Razatos:

Matador Production Company (OGRID No. 228937) ("Matador"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease), off-lease measure, and off-lease store diversely owned oil and gas production at the **Weinberger Bivins Tank Battery** ("TB") *insofar as all existing and future wells drilled in the following spacing units:*

(a) The 247.83-acre spacing unit comprised of Lots 3 and 4 (W/2 SW/4 equivalent) of irregular Section 30 and Lots 1-4 (W/2 W/2 equivalent) of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Weinberger Fed Com #135H** (API. No. 30-025-53267);

(b) The 240-acre spacing unit comprised of the E/2 SW/4 of irregular Section 30 and the E/2 W/2 of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Weinberger Fed Com #136H** (API. No. 30-025-53268);

(c) The 240-acre spacing unit comprised of the E/2 SE/4 of irregular Section 30 and the E/2 E/2 of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Bivins Fed Com #138H** (API. No. 30-025-53265);

(d) The 247.83-acre spacing unit comprised of Lots 3 and 4 (W/2 SW/4 equivalent) of irregular Section 30 and Lots 1-4 (W/2 W/2 equivalent) of irregular Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Weinberger Fed Com #211H** (API. No. 30-025-53269);



Paula M. Vance
Associate
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pmvance@hollandhart.com

(e) The 240-acre spacing unit comprised of the E/2 SW/4 of irregular Section 30 and the E/2 W/2 of irregular Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Weinberger Fed Com #212H** (API. No. 30-025-53270);

(f) The 240-acre spacing unit comprised of the W/2 SE/4 of Section 30 and the W/2 E/2 of Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Bivins Fed Com #213H** (API. No. 30-025-53266);

(g) The 240-acre spacing unit comprised of the E/2 SE/4 of Section 30 and the E/2 E/2 of Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Bivins Fed Com #214H** (API. No. 30-025-PENDING); and

(h) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Weinberger Bivins Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Weinberger Bivins Tank Battery**, which is located off the project area in the SE/4 NW/4 and SW/4 NE/4 (Units F and G) and requires approval under 19.15.23.9 NMAC. Production from the wellbores will flow into a wellhead test separator, which will separate the oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.

Exhibit 1 is a land plat showing Matador's current development plan, flow lines, well pads, the TB ("Facility Pad") in the subject area, and common gathering line. The plat also identifies the wellbores and lease/spacing unit boundaries.

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

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

Exhibit 4 includes relevant communitization agreements.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within



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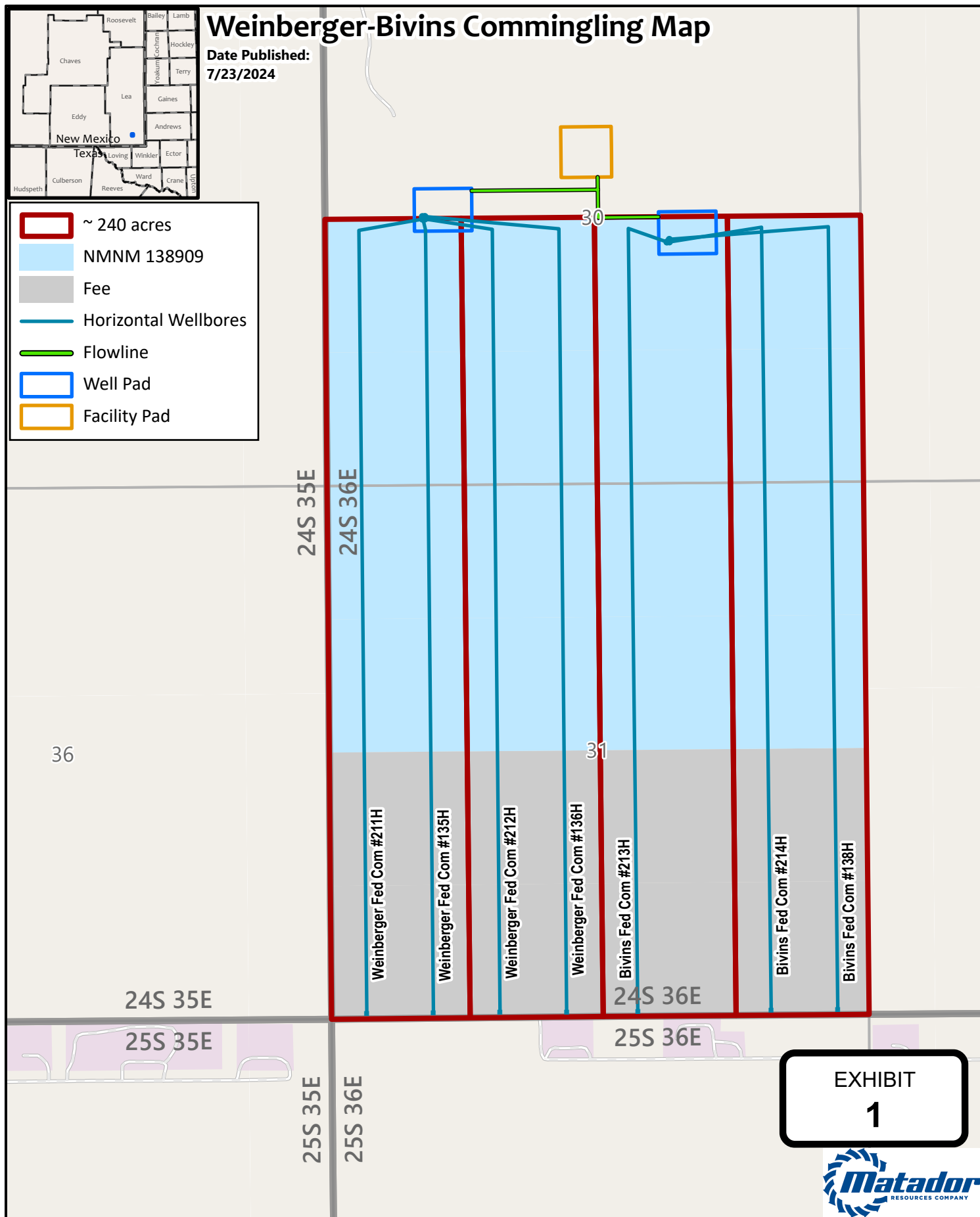
20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management since federal lands are involved.

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

Sincerely,

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

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



GIS Standard Map Disclaimer:

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

0 500 1,000 2,000 Feet

1:15,000

1 inch equals 1,250 feet

Map Prepared by: amercio.gamarral

Date: July 23, 2024

Spatial Reference: NAD 1983 StatePlane New Mexico East PIPS 3001 Feet

Sources: IHS; ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department; Texas Cooperative Wildlife Collection, Texas A&M University; United States Census Bureau (TIGER);

EXHIBIT

2

District I

1625 N. French Drive, Hobbs, NM 88240

District II

811 S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410

District IV1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico

Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

1220 S. St Francis Drive
Santa Fe, New Mexico 87505Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Matador Production Company

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

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingling)LEASE TYPE: ☒ Fee ☐ State ☒ FederalIs this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No.

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☒ Yes ☐ No

(A) POOL COMMINGLING

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
[33813] JAL; WOLFCAMP, WEST	45.77°	41.87° 1,322.7 BTU	\$80.03/bbl oil (price realization Q1 2024) \$1.56/mcf (price realization Q1 2024)	3,600 BOPD
[33813] JAL; WOLFCAMP, WEST	1,320 BTU			3,200 MCFPD
[97088] WC-025 G-08 S253534O; BONE SPRING	37.62°			3,300 BOPD
[97088] WC-025 G-08 S253534O; BONE SPRING	1,325 BTU			3,900 MCFPD

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

(B) LEASE COMMINGLING

Please attach sheets with the following information

(1) Pool Name and Code-

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

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

(1) Is all production from same source of supply? ☒ Yes ☐ No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

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

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Oscar GonzalezTITLE: Production EngineerDATE: 05/21/2024TYPE OR PRINT NAME Oscar GonzalezTELEPHONE NO.: (972) 629 2147E-MAIL ADDRESS: ogonzalez@matadorresources.com

Matador Production Company

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

Voice 972.619.4343 • Fax 972.371.5201

ogonzalez@matadorresources.com

Oscar Gonzalez
Production Engineer

May 21, 2024

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

Re: Application of Matador Production Company for Administrative Approval to Surface Commingle (pool and lease commingle) Production from the Spacing Units Comprising of All of Section 31 and the S/2 of Section 30, Township 24 South, Range 36 East, NMPM, Lea County, New Mexico (the “Lands”)

To Whom This May Concern,

Matador Production Company (“Matador”), OGRID: 228937, requests to commingle future oil and gas production from the Wolfcamp and Bone Spring formation from seven (7) distinct wells located on the Lands and future production from the Lands as described herein. All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on Exhibit A. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

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

Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other wells' metered gas, as shown on **Exhibit A**. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the Tank Battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. Northwind Midstream has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

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

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read "Oscar Gonzalez", with a long horizontal flourish extending to the right.

Oscar Gonzalez
Production Engineer



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

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

Sample: Uncle Richard State COM No. 213H
First Stage Separator
Spot Gas Sample @ 260 psig & 120 °F

Date Sampled: 07/05/2023

Job Number: 232585.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	0.040	
Nitrogen	2.291	
Carbon Dioxide	0.945	
Methane	73.105	
Ethane	13.119	3.592
Propane	6.400	1.805
Isobutane	0.701	0.235
n-Butane	1.676	0.541
2-2 Dimethylpropane	0.024	0.009
Isopentane	0.407	0.152
n-Pentane	0.386	0.143
Hexanes	0.327	0.138
Heptanes Plus	<u>0.579</u>	<u>0.230</u>
Totals	100.000	6.847

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity ----- 3.294 (Air=1)
Molecular Weight ----- 95.02
Gross Heating Value ----- 5043 BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity ----- 0.775 (Air=1)
Compressibility (Z) ----- 0.9959
Molecular Weight ----- 22.37
Gross Heating Value
Dry Basis ----- 1320 BTU/CF
Saturated Basis ----- 1298 BTU/CF

*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)
Results: 25.16 Gr/100 CF, 400.0 PPMV or 0.040 Mol %

**EXHIBIT
B**

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) D. Field
Analyst: LG
Processor: RG
Cylinder ID: T-2754

Certified: FESCO, Ltd. - Alice, Texas

Conan Pierce 361-661-7015

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286
TOTAL REPORT

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	0.040		0.061
Nitrogen	2.291		2.869
Carbon Dioxide	0.945		1.859
Methane	73.105		52.428
Ethane	13.119	3.592	17.635
Propane	6.400	1.805	12.616
Isobutane	0.701	0.235	1.821
n-Butane	1.676	0.541	4.355
2,2 Dimethylpropane	0.024	0.009	0.077
Isopentane	0.407	0.152	1.313
n-Pentane	0.386	0.143	1.245
2,2 Dimethylbutane	0.003	0.001	0.012
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.040	0.017	0.154
2 Methylpentane	0.104	0.044	0.401
3 Methylpentane	0.064	0.027	0.247
n-Hexane	0.116	0.049	0.447
Methylcyclopentane	0.063	0.023	0.237
Benzene	0.100	0.029	0.349
Cyclohexane	0.082	0.029	0.309
2-Methylhexane	0.014	0.007	0.063
3-Methylhexane	0.020	0.009	0.090
2,2,4 Trimethylpentane	0.011	0.006	0.056
Other C7's	0.034	0.015	0.151
n-Heptane	0.035	0.017	0.157
Methylcyclohexane	0.049	0.020	0.215
Toluene	0.060	0.021	0.247
Other C8's	0.042	0.020	0.207
n-Octane	0.013	0.007	0.066
Ethylbenzene	0.007	0.003	0.033
M & P Xylenes	0.008	0.003	0.038
O-Xylene	0.003	0.001	0.014
Other C9's	0.019	0.010	0.107
n-Nonane	0.004	0.002	0.023
Other C10's	0.009	0.005	0.057
n-Decane	0.002	0.001	0.013
Undecanes (11)	<u>0.004</u>	<u>0.003</u>	<u>0.028</u>
Totals	100.000	6.847	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.775	(Air=1)
Compressibility (Z) -----	0.9959	
Molecular Weight -----	22.37	
Gross Heating Value		
Dry Basis -----	1320	BTU/CF
Saturated Basis -----	1298	BTU/CF

FESCO, Ltd.**1100 Fesco Ave. - Alice, Texas 78332****Sample:** Uncle Richard State COM No. 213H

First Stage Separator

Spot Gas Sample @ 260 psig & 120 °F

Date Sampled: 07/05/2023

Job Number: 232585.001

GLYCALC FORMAT

COMPONENT	MOL%	GPM	Wt %
Carbon Dioxide	0.945		1.859
Hydrogen Sulfide	0.040		0.061
Nitrogen	2.291		2.869
Methane	73.105		52.428
Ethane	13.119	3.592	17.635
Propane	6.400	1.805	12.616
Isobutane	0.701	0.235	1.821
n-Butane	1.700	0.550	4.432
Isopentane	0.407	0.152	1.313
n-Pentane	0.386	0.143	1.245
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.116	0.049	0.447
Cyclohexane	0.082	0.029	0.309
Other C6's	0.211	0.089	0.814
Heptanes	0.166	0.071	0.698
Methylcyclohexane	0.049	0.020	0.215
2,2,4 Trimethylpentane	0.011	0.006	0.056
Benzene	0.100	0.029	0.349
Toluene	0.060	0.021	0.247
Ethylbenzene	0.007	0.003	0.033
Xylenes	0.011	0.004	0.052
Octanes Plus	<u>0.093</u>	<u>0.048</u>	<u>0.501</u>
Totals	100.000	6.847	100.000

Real Characteristics Of Octanes Plus:

Specific Gravity ----- 4.177 (Air=1)
Molecular Weight ----- 120.51
Gross Heating Value ----- 6384 BTU/CF

Real Characteristics Of Total Sample:

Specific Gravity ----- 0.775 (Air=1)
Compressibility (Z) ----- 0.9959
Molecular Weight ----- 22.37
Gross Heating Value
Dry Basis ----- 1320 BTU/CF
Saturated Basis ----- 1298 BTU/CF

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

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

EXHIBIT
3

Form C-102
August 1, 2011
Use only one copy of appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340;BONE SPRING
⁴ Property Code	⁵ Property Name WEINBERGER FED COM	⁶ Well Number 135H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3374'

¹⁰Surface Location

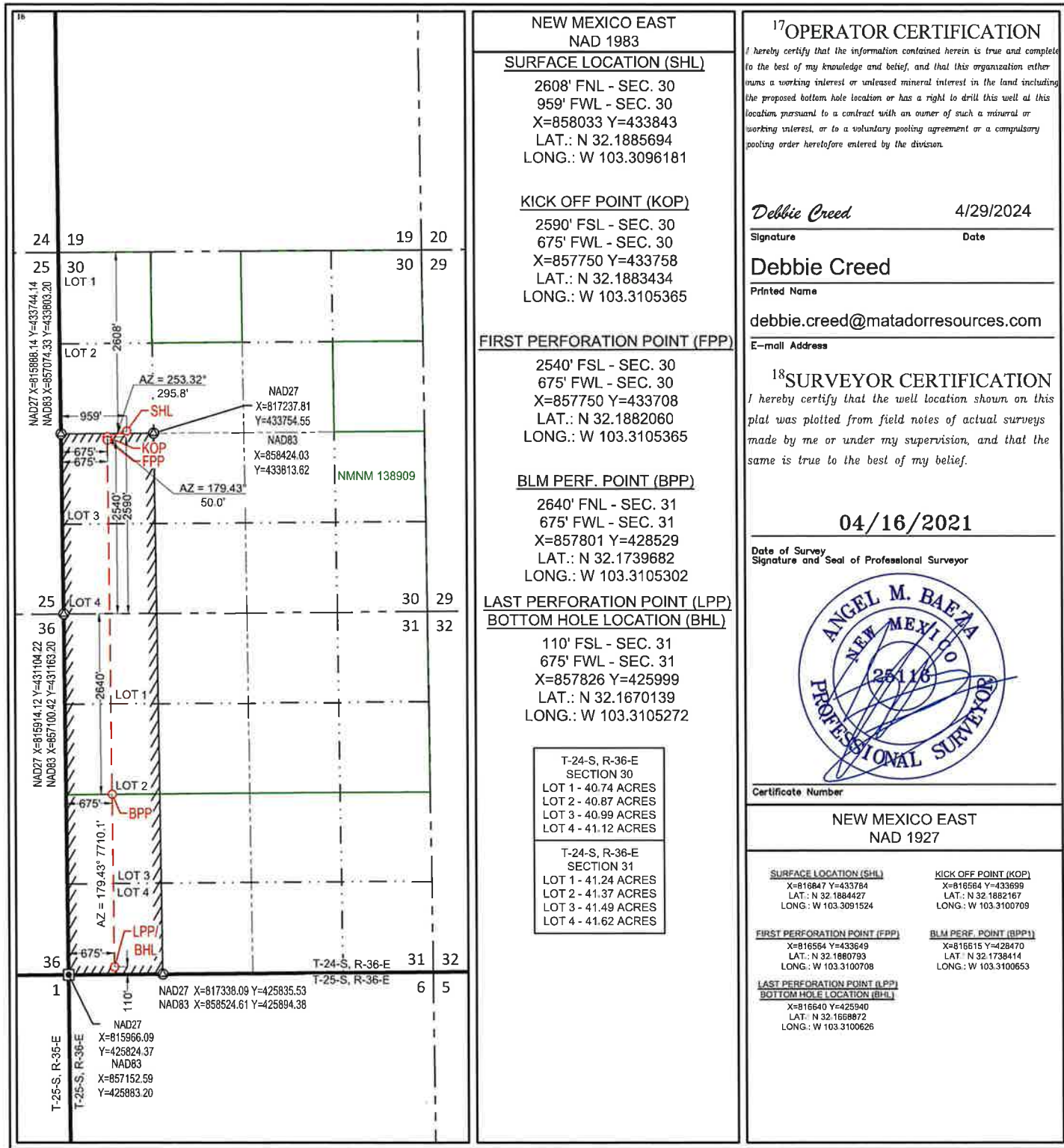
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	30	24-S	36-E	-	2608'	NORTH	959'	WEST	LEA

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	24-S	36-E	-	110'	SOUTH	675'	WEST	LEA

¹² Dedicated Acres 247.83	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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

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

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

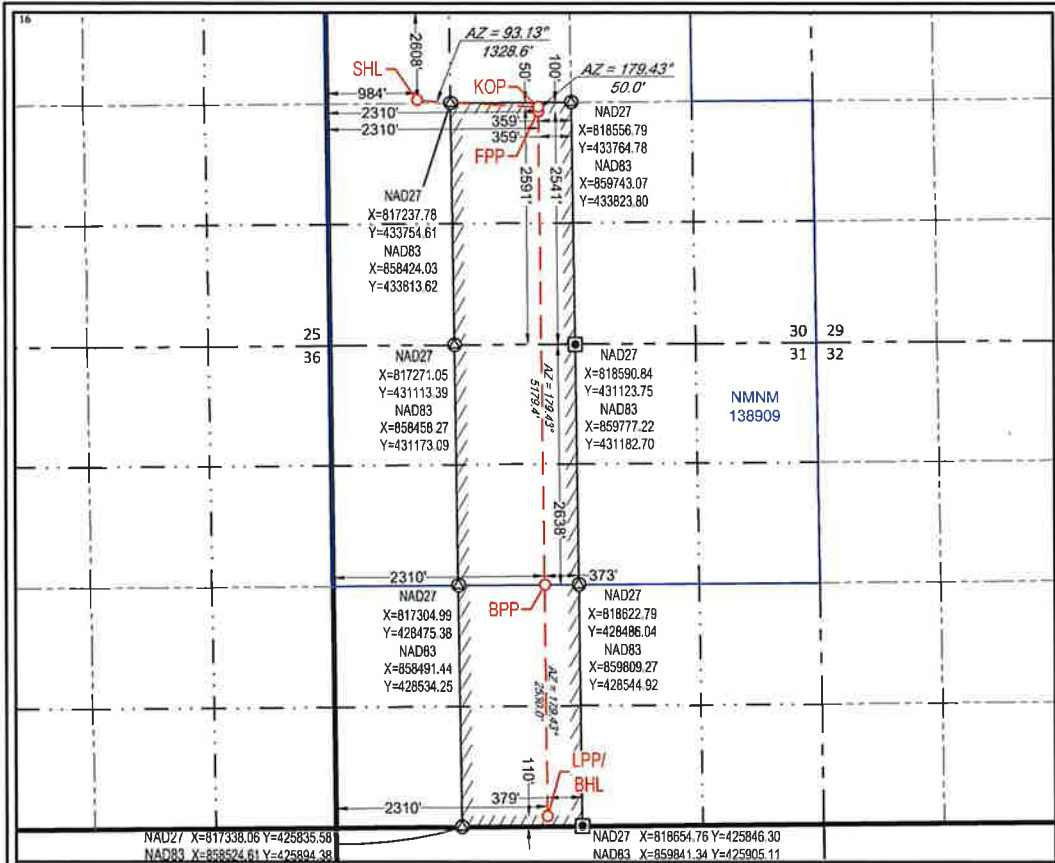
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340;BONE SPRING	
⁴ Property Code		⁵ Property Name WEINBERGER FED COM		⁶ Well Number 136H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3374'

¹⁰ Surface Location									
UL or lot no. M	Section 30	Township 24-S	Range 36-E	Lot Idn -	Feet from the 2608'	North/South line NORTH	Feet from the 984'	East/West line WEST	County LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. N	Section 31	Township 24-S	Range 36-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 2310'	East/West line WEST	County LEA
¹² Dedicated Acres 240		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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



¹⁷ OPERATOR CERTIFICATION	
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.	
Debbie Creed 05/01/2024	
Signature	Date
Debbie Creed	
Printed Name	
debbie.creed@matadorresources.com	
E-mail Address	
¹⁸ SURVEYOR CERTIFICATION	
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.	
04/16/2021	
Date of Survey	
Signature and Seal of Professional Surveyor	
Certificate Number	
NEW MEXICO EAST NAD 1927	
SURFACE LOCATION (SHL)	
KICK OFF POINT (KOP)	
FIRST PERF. POINT (FPP)	
BLM PERF. POINT (BPP)	
LAST PERF. POINT (LPP)	
BOTTOM HOLE LOCATION (BHL)	

District I
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District III
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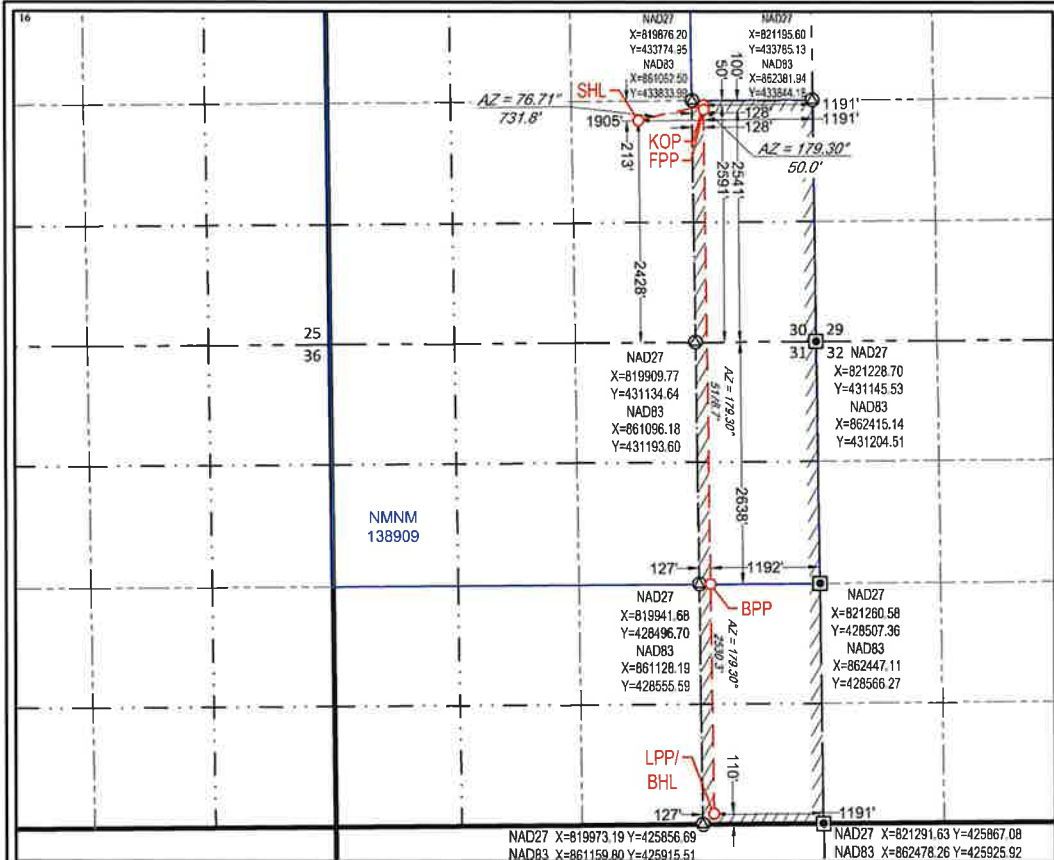
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code	³ Pool Name
	97088	WC-025 G-08 S2535340;BONE SPRING
⁴ Property Code	⁵ Property Name	⁶ Well Number
	BIVINS FED COM	138H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
228937	MATADOR PRODUCTION COMPANY	3374'

¹⁰ Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	30	24-S	36-E	-	2428'	SOUTH	1905'	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	24-S	36-E	-	110'	SOUTH	1191'	EAST	LEA
¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						
240									

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



¹⁷OPERATOR
CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

05/02/2024
Signature Date
Debbie Creed
Printed Name
debbie.creed@matadorresources.com
E-mail Address

¹⁸SURVEYOR
CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.

04/17/2021
Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number
NEW MEXICO EAST
NAD 1927

<u>SURFACE LOCATION (SHL)</u> X=819293.19 Y=425856.69 LAT.: N 32.1877559 LONG.: W 103.3012538	<u>KICK OFF POINT (KOP)</u> X=820005 Y=433726 LAT.: N 32.1881963 LONG.: W 103.2989467
<u>FIRST PERF. POINT (FPP)</u> X=820006 Y=433678 LAT.: N 32.1880619 LONG.: W 103.2989463	<u>BLM PERF. POINT (BPP)</u> X=820069 Y=428498 LAT.: N 32.1738276 LONG.: W 103.2989043
<u>LAST PERF. POINT (LPP)</u> X=820059 Y=425968 LAT.: N 32.1886727 LONG.: W 103.2988837	<u>BOTTOM HOLE LOCATION (BHL)</u> X=820059 Y=425968 LAT.: N 32.1886727 LONG.: W 103.2988837

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¹ API Number	² Pool Code 33813	³ Pool Name JAL; WOLFCAMP, WEST
⁴ Property Code	⁵ Property Name WEINBERGER FED COM	⁶ Well Number 211H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3374'

¹⁰Surface Location

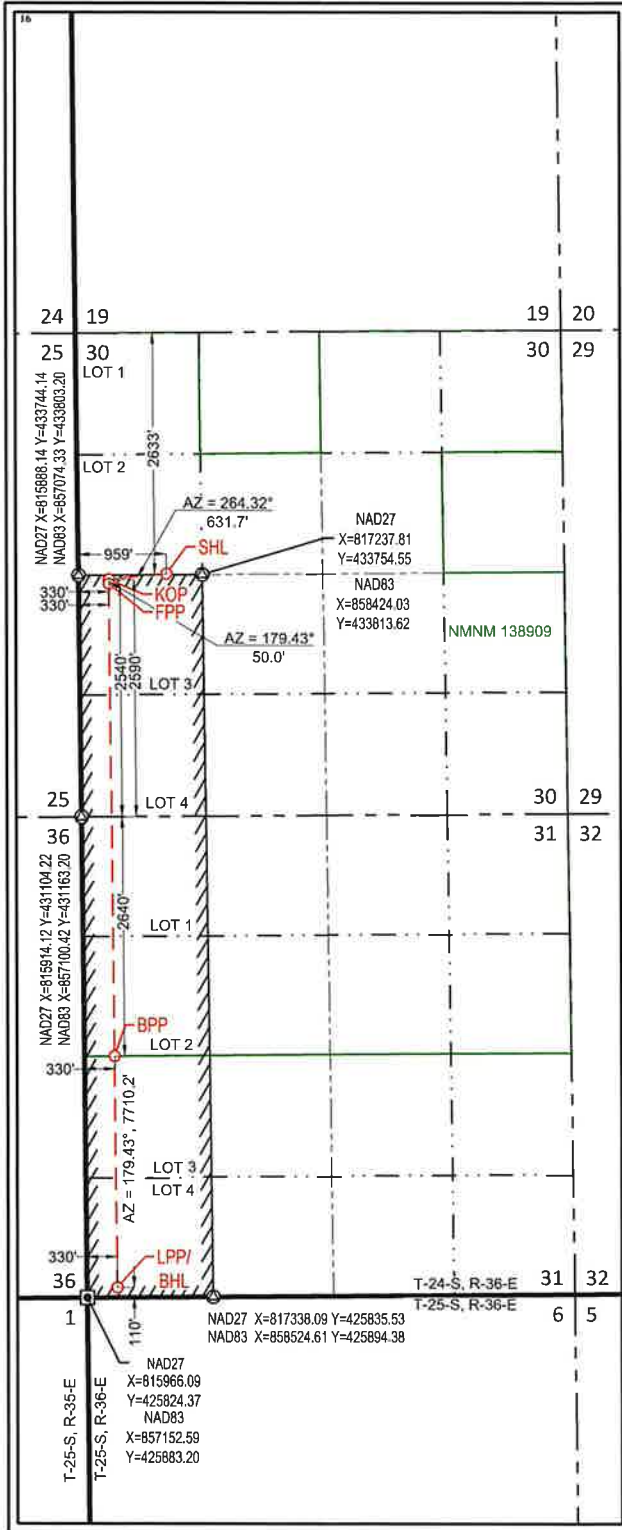
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	30	24-S	36-E	-	2633'	NORTH	959'	WEST	LEA

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	24-S	36-E	-	110'	SOUTH	330'	WEST	LEA

¹² Dedicated Acres 247.83	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.




NEW MEXICO EAST NAD 1983 SURFACE LOCATION (SHL) 2633' FNL - SEC. 30 959' FWL - SEC. 30 X=858033 Y=433818 LAT.: N 32.1885006 LONG.: W 103.3096180 KICK OFF POINT (KOP) 2590' FSL - SEC. 30 330' FWL - SEC. 30 X=857405 Y=433756 LAT.: N 32.1882077 LONG.: W 103.3116516 FIRST PERFORATION POINT (FPP) 2540' FSL - SEC. 30 330' FWL - SEC. 30 X=857405 Y=433706 LAT.: N 32.1882077 LONG.: W 103.3116516 BLM PERF. POINT (BPP) 2640' FNL - SEC. 31 330' FWL - SEC. 31 X=857456 Y=428526 LAT.: N 32.1739695 LONG.: W 103.3116452 LAST PERFORATION POINT (LPP) BOTTOM HOLE LOCATION (BHL) 110' FSL - SEC. 31 330' FWL - SEC. 31 X=857481 Y=425996 LAT.: N 32.1670152 LONG.: W 103.3116420 T-24-S, R-36-E SECTION 30 LOT 1 - 40.74 ACRES LOT 2 - 40.87 ACRES LOT 3 - 40.99 ACRES LOT 4 - 41.12 ACRES T-24-S, R-36-E SECTION 31 LOT 1 - 41.24 ACRES LOT 2 - 41.37 ACRES LOT 3 - 41.49 ACRES LOT 4 - 41.62 ACRES
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¹⁷OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Debbie Creed 05/01/2024
Signature Date
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Printed Name
debbie.creed@matadorresources.com
E-mail Address

¹⁸SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.

04/16/2021
Date of Survey
Signature and Seal of Professional Surveyor

Certificate Number
NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL) X=818847 Y=433759 LAT.: N 32.1863739 LONG.: W 103.3091524	KICK OFF POINT (KOP) X=816219 Y=433697 LAT.: N 32.1862184 LONG.: W 103.3111859
FIRST PERFORATION POINT (FPP) X=816219 Y=433647 LAT.: N 32.1860810 LONG.: W 103.3111859	BLM PERF. POINT (BPP) X=816270 Y=428467 LAT.: N 32.1738426 LONG.: W 103.3111802
LAST PERFORATION POINT (LPP) BOTTOM HOLE LOCATION (BHL) X=816295 Y=425937 LAT.: N 32.1668864 LONG.: W 103.3111774	

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WELL LOCATION AND ACREAGE DEDICATION PLAT

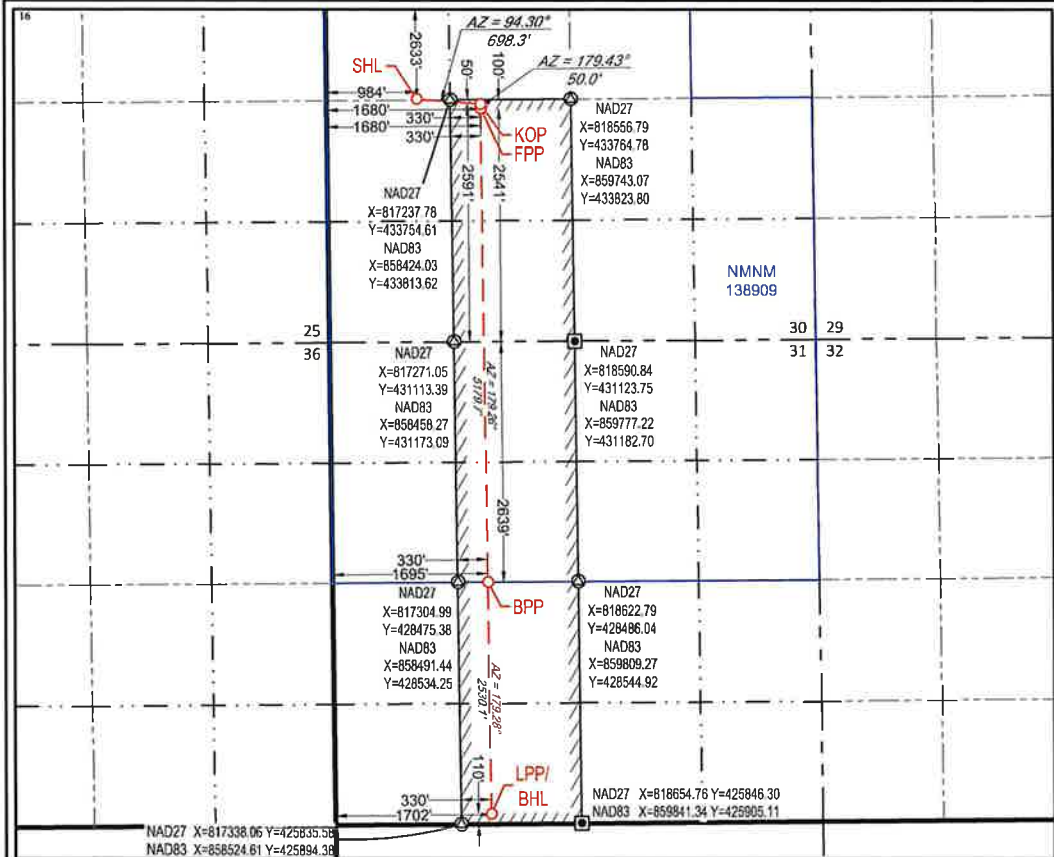
¹ API Number		² Pool Code 33813	³ Pool Name JAL; WOLFCAMP, WEST
⁴ Property Code	⁵ Property Name WEINBERGER FED COM		⁶ Well Number 212H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3374'

¹⁰ Surface Location									
UL or lot no. M	Section 30	Township 24-S	Range 36-E	Lot Idn -	Feet from the 2633'	North/South line NORTH	Feet from the 984'	East/West line WEST	County LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. N	Section 31	Township 24-S	Range 36-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 1702'	East/West line WEST	County LEA

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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Debbie Creed 05/01/2024
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04/16/2021

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number	
NEW MEXICO EAST NAD 1927	
SURFACE LOCATION (SHL) X=816872 Y=433760 LAT.: N 32.1883741 LONG.: W 103.3090716	KICK OFF POINT (KOP) X=817669 Y=433707 LAT.: N 32.1882119 LONG.: W 103.3068227
FIRST PERF. POINT (FPP) X=817669 Y=433867 LAT.: N 32.1880745 LONG.: W 103.3068243	BLM PERF. POINT (BPP) X=817634 Y=428478 LAT.: N 32.1738375 LONG.: W 103.3067709
LAST PERF. POINT (LPP) X=817657 Y=425948 LAT.: N 32.1668834 LONG.: W 103.3067448	BOTTOM HOLE LOCATION (BHL) X=817657 Y=425948 LAT.: N 32.1668834 LONG.: W 103.3067448

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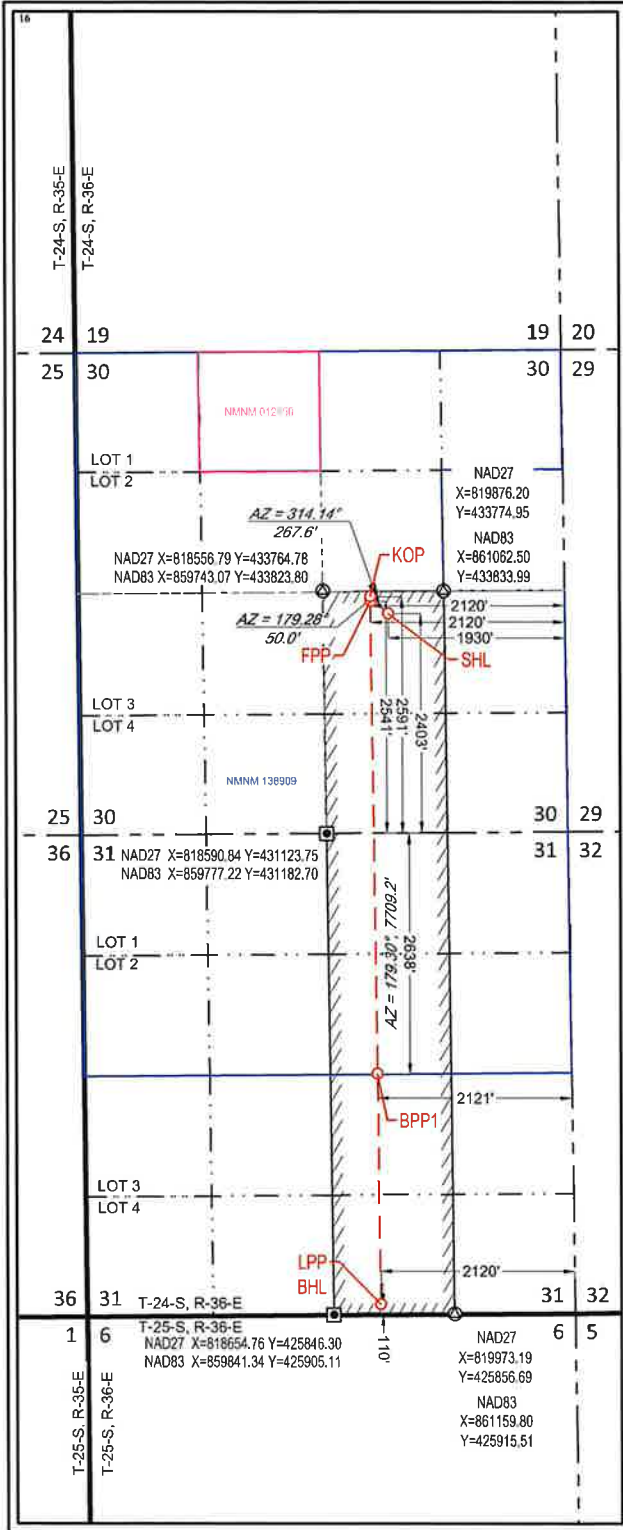
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code	³ Pool Name
		33813	JAL, WOLFCAMP, WEST
⁴ Property Code	⁵ Property Name		⁶ Well Number
	BIVINS FED COM		213H
⁷ OGRID No.	⁸ Operator Name		⁹ Elevation
228937	MATADOR PRODUCTION COMPANY		3373'

¹⁰ Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	30	24-S	36-E	-	2403'	SOUTH	1930'	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	24-S	36-E	-	110'	SOUTH	2120'	EAST	LEA
¹² Dedicated Acres		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			
240									

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NEW MEXICO EAST NAD 1983	
<u>SURFACE LOCATION (SHL)</u>	
2403' FSL - SEC. 30 1930' FEL - SEC. 30 X=860455 Y=433591 LAT.: N 32.1878135 LONG.: W 103.3017996	
<u>KICK OFF POINT (KOP)</u>	
2591' FSL - SEC. 30 2120' FEL - SEC. 30 X=860263 Y=433778 LAT.: N 32.1883308 LONG.: W 103.3024145	
<u>FIRST PERFORATION POINT (FPP)</u>	
2541' FSL - SEC. 30 2120' FEL - SEC. 30 X=860263 Y=433728 LAT.: N 32.1881934 LONG.: W 103.3024140	
<u>BLM PERF. POINT (BPP1)</u>	
2638' FSL - SEC. 31 2121' FEL - SEC. 31 X=860326 Y=428549 LAT.: N 32.1739581 LONG.: W 103.3023708	
<u>LAST TAKE POINT (TOE)</u>	
<u>BOTTOM HOLE LOCATION (BHL)</u>	
110' FSL - SEC. 31 2120' FEL - SEC. 31 X=860357 Y=426019 LAT.: N 32.1670039 LONG.: W 103.3023497	

¹⁷OPERATOR CERTIFICATION

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Debbie Creed 05/02/2024

Signature Date

Debbie Creed

Printed Name

debbie.creed@matadorresources.com

E-mail Address

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04/17/2021

Date of Survey

Signature and Seal of Professional Surveyor

ANGEL M. BAEZA
NEW MEXICO
PROFESSIONAL SURVEYOR
25116

Certificate Number

NEW MEXICO EAST
NAD 1927

<u>SURFACE LOCATION (SHL)</u> X=819268 Y=433532 LAT.: N 32.1876869 LONG.: W 103.3013344	<u>KICK OFF POINT (KOP)</u> X=819076 Y=433719 LAT.: N 32.1882042 LONG.: W 103.3019492
<u>FIRST PERFORATION POINT (FPP)</u> X=819077 Y=433669 LAT.: N 32.1880667 LONG.: W 103.3019488	<u>BLM PERF. POINT (BPP1)</u> X=819140 Y=428490 LAT.: N 32.1738314 LONG.: W 103.3019063
<u>LAST TAKE POINT (TOE)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=819170 Y=425950 LAT.: N 32.1668771 LONG.: W 103.3018855	

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¹ API Number	² Pool Code 33813	³ Pool Name JAL, WOLFCAMP, WEST
⁴ Property Code	⁵ Property Name BIVINS FED COM	⁶ Well Number 214H
⁷ OGRID No. 228937	⁸ Operator Name MATADOR PRODUCTION COMPANY	⁹ Elevation 3373'

¹⁰Surface Location

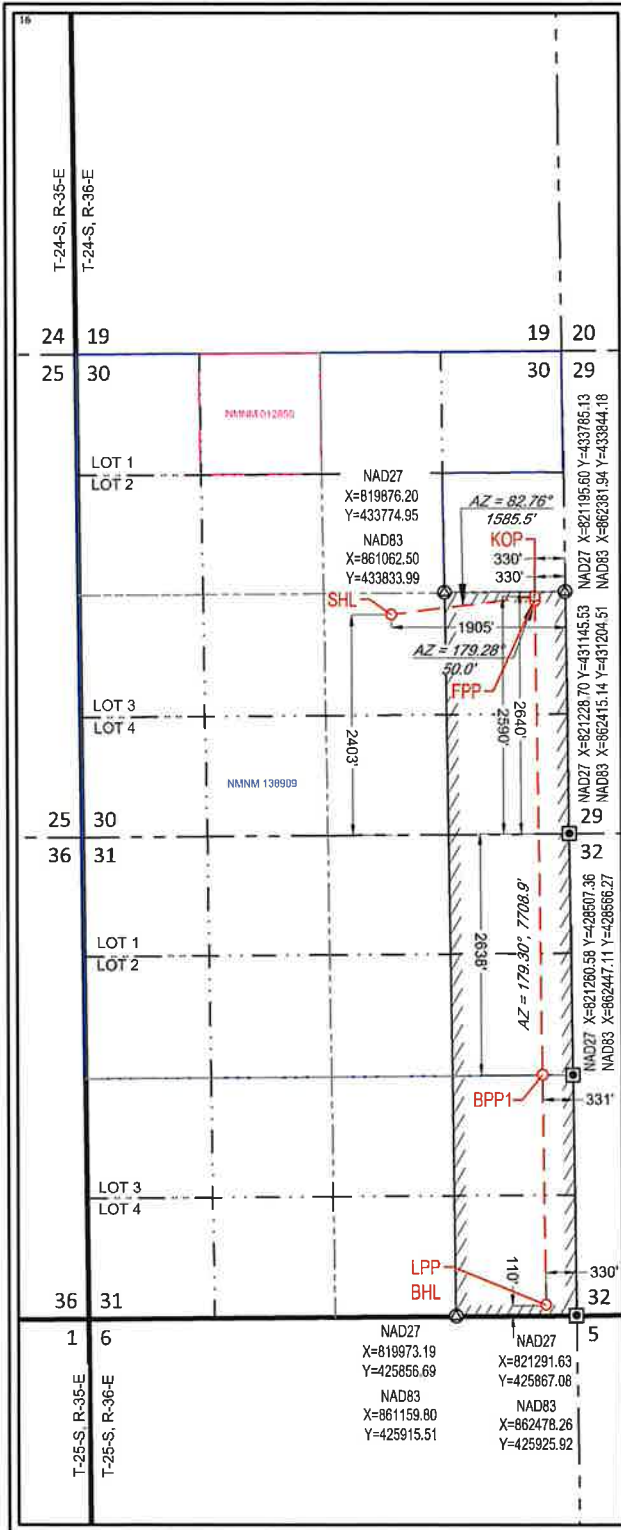
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	30	24-S	36-E	-	2403'	SOUTH	1905'	EAST	LEA

¹¹Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	24-S	36-E	-	110'	SOUTH	330'	EAST	LEA

¹² Dedicated Acres 240	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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NEW MEXICO EAST NAD 1983
SURFACE LOCATION (SHL) 2403' FSL - SEC. 30 1905' FEL - SEC. 30 X=860480 Y=433592 LAT.: N 32.1878139 LONG.: W 103.3017186
KICK OFF POINT (KOP) 2590' FSL - SEC. 30 330' FEL - SEC. 30 X=862053 Y=433792 LAT.: N 32.1883215 LONG.: W 103.2966288
FIRST PERFORATION POINT (FPP) 2540' FSL - SEC. 30 330' FEL - SEC. 30 X=862053 Y=433742 LAT.: N 32.1881840 LONG.: W 103.2966283
BLM PERF. POINT (BPP1) 2638' FNL - SEC. 31 331' FEL - SEC. 31 X=862116 Y=428564 LAT.: N 32.1739507 LONG.: W 103.2965861
LAST TAKE POINT (TOE) BOTTOM HOLE LOCATION (BHL) 110' FSL - SEC. 31 330' FEL - SEC. 31 X=862147 Y=426033 LAT.: N 32.1669954 LONG.: W 103.2965654

¹⁷OPERATOR CERTIFICATION

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Debbie Creed 05/02/2024

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PROFESSIONAL SURVEYOR

Certificate Number

NEW MEXICO EAST
NAD 1927

SURFACE LOCATION (SHL) X=819293 Y=433533 LAT.: N 32.1876872 LONG.: W 103.3012535	KICK OFF POINT (KOP) X=820866 Y=433733 LAT.: N 32.1881948 LONG.: W 103.2961638
FIRST PERFORATION POINT (FPP) X=820867 Y=433653 LAT.: N 32.1880574 LONG.: W 103.2961634	BLM PERF. POINT (BPP1) X=820930 Y=426505 LAT.: N 32.1738239 LONG.: W 103.2961218
LAST TAKE POINT (TOE) BOTTOM HOLE LOCATION (BHL) X=820960 Y=425974 LAT.: N 32.1668686 LONG.: W 103.2961015	

EXHIBIT

4

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Lots 3 & 4 of Section 30 & the Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **247.83** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

10. The date of this agreement is **March 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

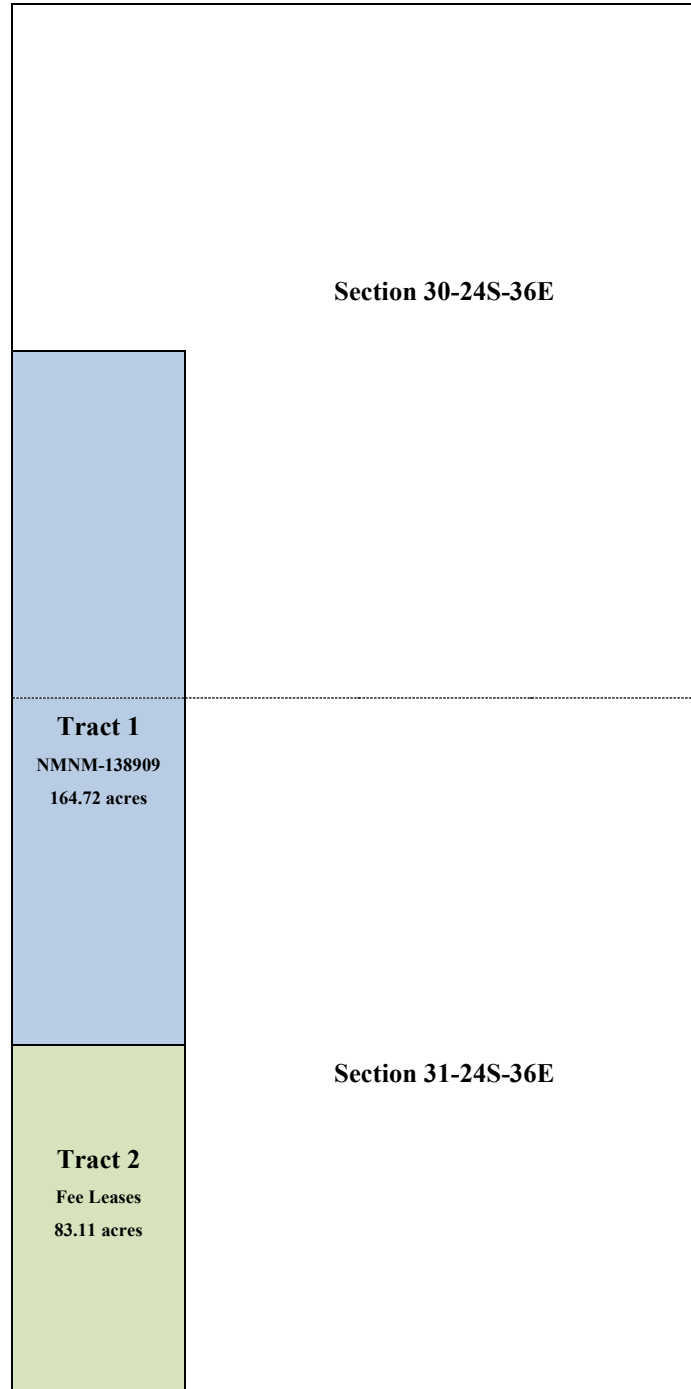
TITLE: Senior Vice President and Assistant General Counsel

Phone number : (972) -371-5202

EXHIBIT “A”

Plat of communitized area covering **247.83** acres in **Lots 3 & 4 of Section 30 & Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Weinberger Fed Com #135H



Weinberger Fed Com #135H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated March 1, 2024, embracing the following described land in Lots 3 & 4 of Section 30 & Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 36 East,
Section 30: Lots 3 & 4
Section 31: Lots 1 & 2

Number of Acres: 164.72

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: Lots 3 & 4

Number of Acres: 83.11

Name and Percent of Working Interest Owners: MRC Permian Company
Incline Permian, LLC
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	164.72	66.46
2	83.11	33.54
Total	247.83	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

The E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **240.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

10. The date of this agreement is **March 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President and Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

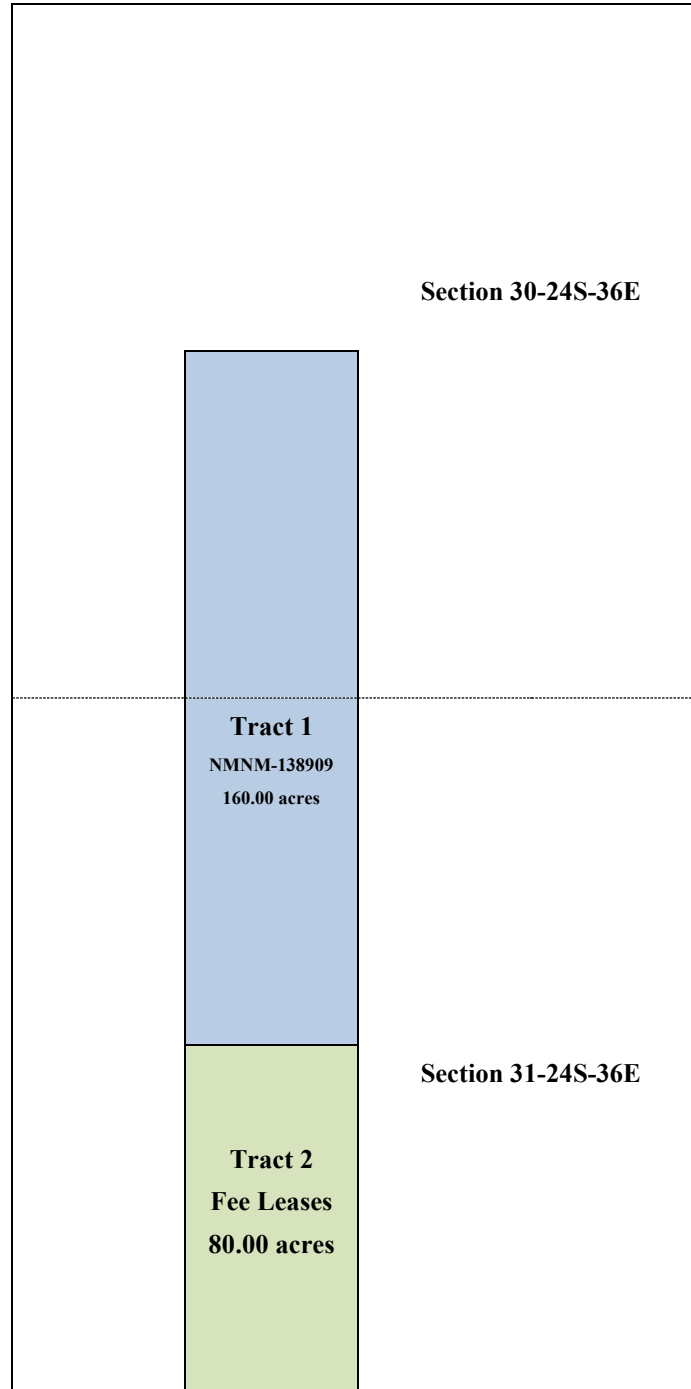
TITLE: Senior Vice President and Assistant General Counsel

Phone number : (972) -371-5202

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in the **E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Weinberger Fed Com #136H



Weinberger Fed Com #136H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated March 1, 2024, embracing the following described land in the E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 36 East,
Section 30: E2 SW4
Section 31: E2 NW4

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: E2 SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	66.66
2	80.00	33.34
Total	240.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **May, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2SE4 of Sections 30 & the E2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **240.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Bivins Fed Com #138H – Federal Comm Agreement

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

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

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

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

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

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

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

10. The date of this agreement is **May 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

TITLE: Senior Vice President & Assistant General Counsel

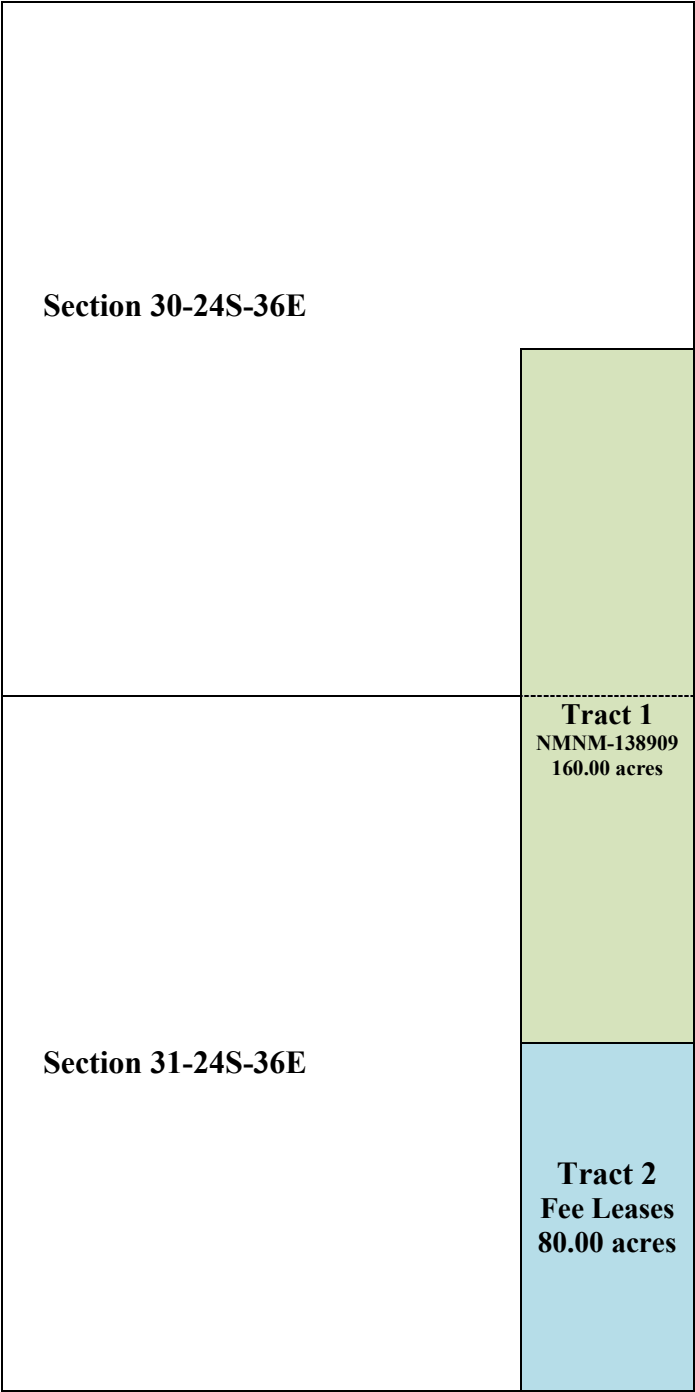
Phone number : (972) -371-5202

Bivins Fed Com #138H – Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in the **E2SE4** of **Sections 30 & the E2E2** of **Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Bivins Fed Com #138H



Bivins Fed Com #138H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated May 1, 2024, embracing the following described land in the **E2SE4 of Sections 30 & the E2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 28 East
Section 30: E/2SE/4
Section 31: E/2NE/4

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: E2SE4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

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

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Lots 3 & 4 of Section 30 & the Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **247.83** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

10. The date of this agreement is **March 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

TITLE: Senior Vice President and Assistant General Counsel

Phone number : (972) -371-5202

EXHIBIT “A”

Plat of communitized area covering **247.83** acres in **Lots 3 & 4 of Section 30 & Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Weinberger Fed Com #211H

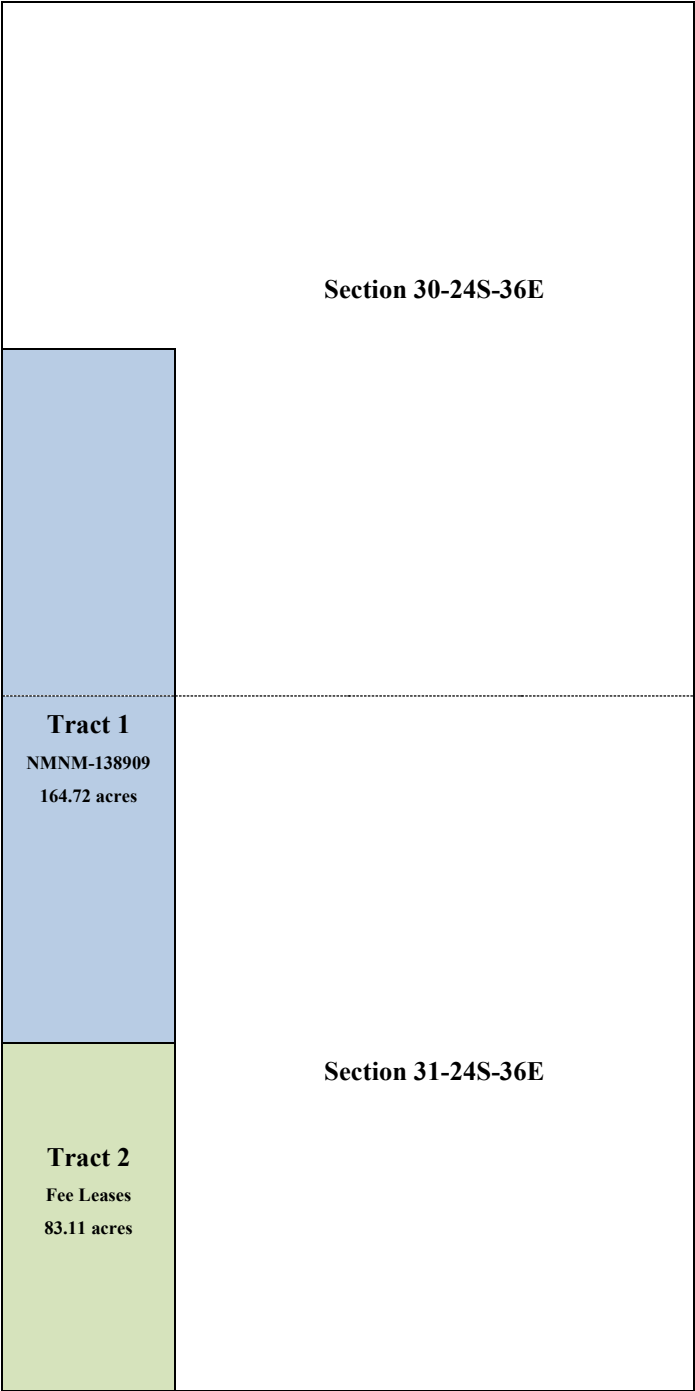


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated March 1, 2024, embracing the following described land in Lots 3 & 4 of Section 30 & Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 36 East,
Section 30: Lots 3 & 4
Section 31: Lots 1 & 2

Number of Acres: 164.72

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: Lots 3 & 4

Number of Acres: 83.11

Name and Percent of Working Interest Owners: MRC Permian Company
Incline Permian, LLC
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	164.72	66.46
2	83.11	33.54
Total	247.83	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

The E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **240.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

10. The date of this agreement is **March 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President and Assistant General Counsel of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

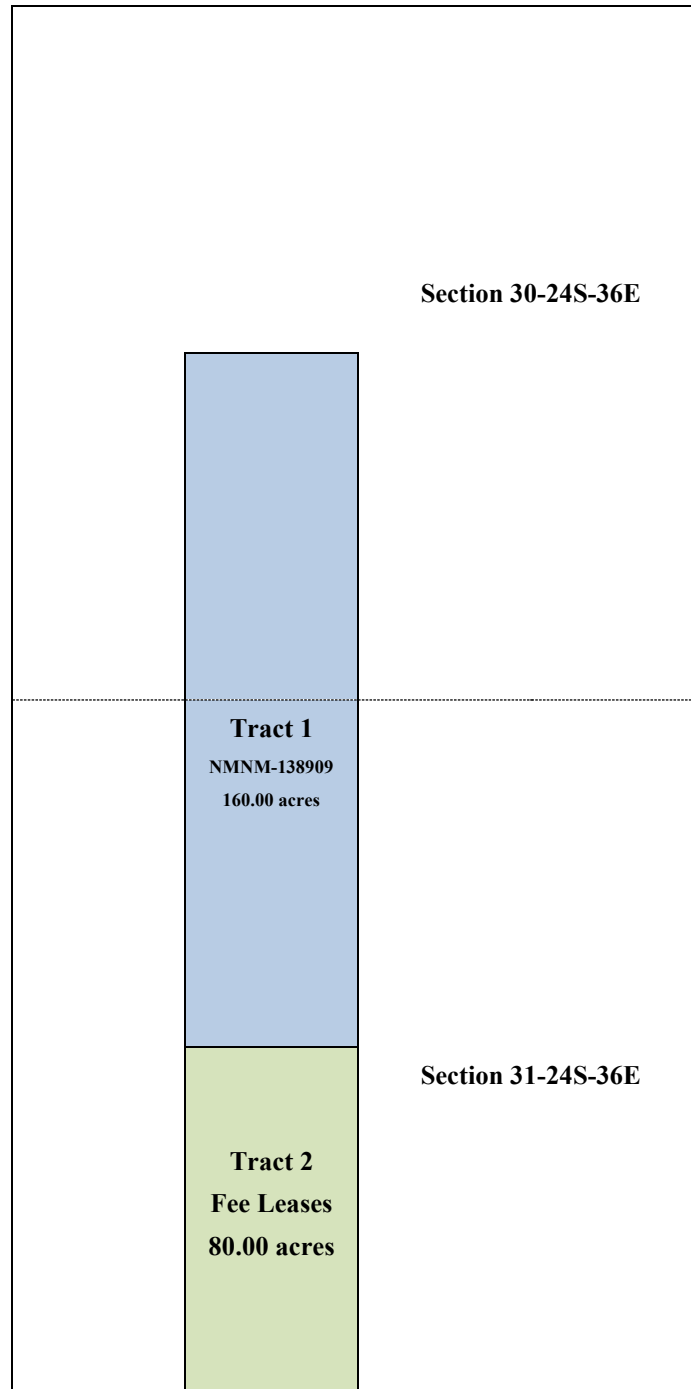
TITLE: Senior Vice President and Assistant General Counsel

Phone number : (972) -371-5202

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in the **E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Weinberger Fed Com #212H



Weinberger Fed Com #212H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated March 1, 2024, embracing the following described land in the E2 SW4 of Section 30 & the E2 W2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 36 East,
Section 30: E2 SW4
Section 31: E2 NW4

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: E2 SW4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	66.66
2	80.00	33.34
Total	240.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **May, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

W2SE4 of Sections 30 & the W2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **240.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Bivins Fed Com #213H – Federal Comm Agreement

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

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

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

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

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

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

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

10. The date of this agreement is **May 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Bivins Fed Com #213H – Federal Comm Agreement

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

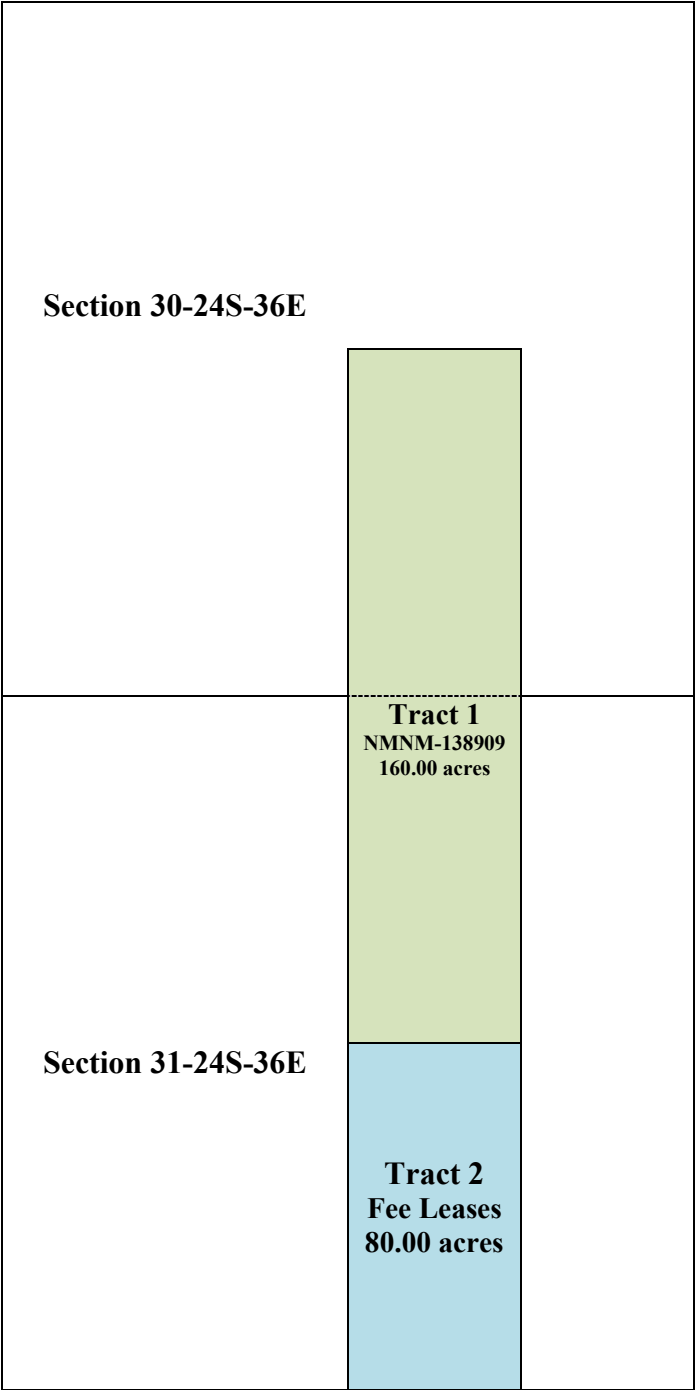
TITLE: Senior Vice President & Assistant General Counsel

Phone number : (972) -371-5202

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in the **W2SE4** of **Sections 30 & the W2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Bivins Fed Com #213H



Bivins Fed Com #213H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated May 1, 2024, embracing the following described land in the **W2SE4 of Sections 30 & the W2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138909

Description of Land Committed: Township 24 South, Range 28 East
Section 30: W/2SE/4
Section 31: W/2NE/4

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company

Tract No. 2

Lease Serial Number: Fee Leases

Description of Land Committed: Township 24 South, Range 36 East,
Section 31: W2SE4

Number of Acres: 80.00

Name and Percent of Working Interest Owners: MRC Permian Company
Teton Range Operating, LLC
CRP XII, LLC
Chief Capital (O&G) II LLC

RECAPITULATION

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

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **May, 2024**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2SE4 of Sections 30 & the E2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

Containing **240.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

Bivins Fed Com #214H – Federal Comm Agreement

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

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

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

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

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

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

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

10. The date of this agreement is **May 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Kyle Perkins – Senior Vice President & Assistant General Counsel

Name & Title of Authorized Agent

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of Matador Production Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Bivins Fed Com #214H – Federal Comm Agreement

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Kyle Perkins, known to me to be the Senior Vice President & Assistant General Counsel of MRC Permian Company, the Texas corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Kyle Perkins

TITLE: Senior Vice President & Assistant General Counsel

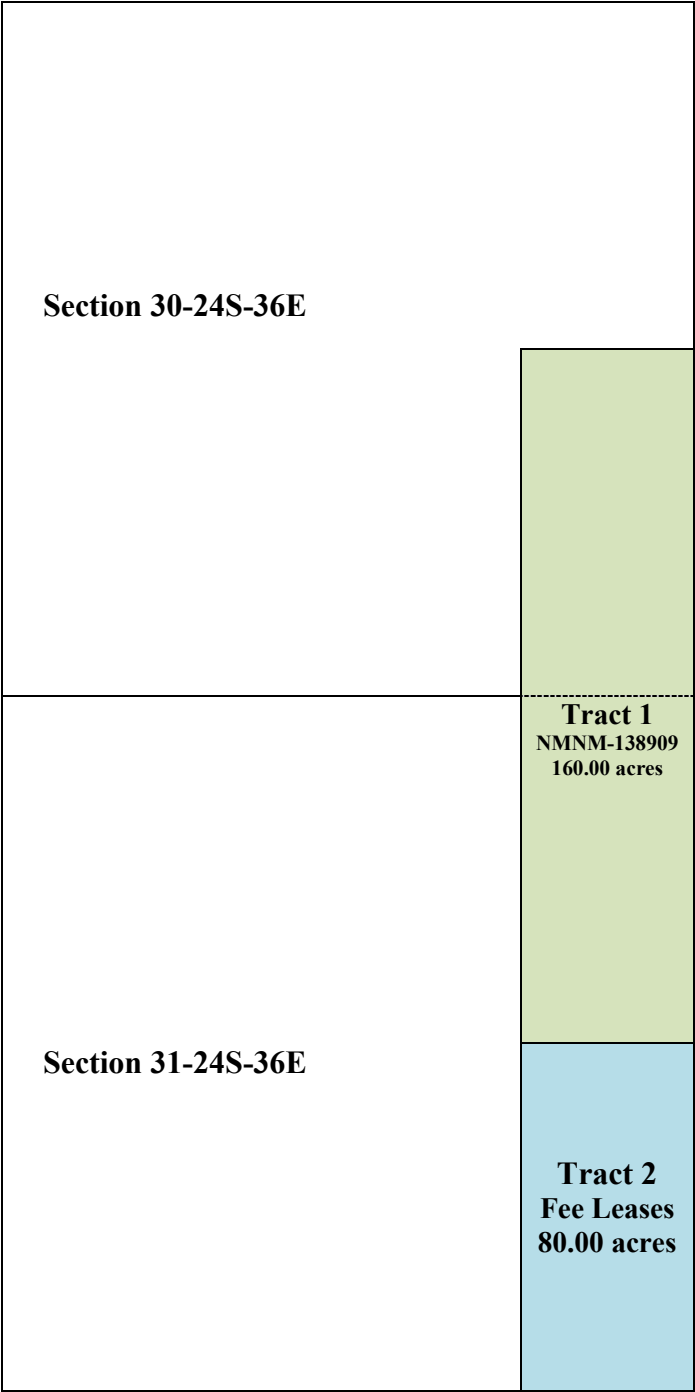
Phone number : (972) -371-5202

Bivins Fed Com #214H – Federal Comm Agreement

EXHIBIT “A”

Plat of communitized area covering **240.00** acres in the **E2SE4** of **Sections 30 & the E2E2** of **Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

Bivins Fed Com #214H



Bivins Fed Com #214H – Federal Comm Agreement

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated May 1, 2024, embracing the following described land in the **E2SE4 of Sections 30 & the E2E2 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-138909
Description of Land Committed:	Township 24 South, Range 28 East Section 30: E/2SE/4 Section 31: E/2NE/4
Number of Acres:	160.00
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company

Tract No. 2

Lease Serial Number:	Fee Leases
Description of Land Committed:	Township 24 South, Range 36 East, Section 31: E2SE4
Number of Acres:	80.00
Name and Percent of Working Interest Owners:	MRC Permian Company Teton Range Operating, LLC CRP XII, LLC Chief Capital (O&G) II LLC

RECAPITULATION

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

Brennan James McLaughlin		38330 Tandika Trail North	Palm Desert	CA	92211
Cameron H. Morrow and wife, Vicky L. Morrow		30393 Oak Grove Road	Paola	KS	66071
Ethan Clay Upshaw		3421 West Bramlet Dr.	Conroe	TX	77304
F3 Criterion Minerals, LP		P.O. Box 5746	Austin	TX	78763
Incline Permian, LLC		5011 N. Central Expressway	Dallas	TX	75205
Intrepid Potash-New Mexico, LLC	C/O Intrepid Potash, Inc.	1001 17th Street, Ste 1050	Denver	CO	80202
Joyce Marie Thomson		2946 Glen Heather Dr.	San Jose	CA	95133
Kelly Patrick McLaughlin		118 Rancho Circle	Auburn	CA	95603
Kevin Moore, Trustee of the Kevin Moore SSMIT GST Exempt Trust,	as revised and restated on December 22, 2008	P.O. Box 471458	Fort Worth	TX	76147
Kevin Moore, Trustee of the Kevin Moore SSMIT Nonexempt Trust,	as revised and restated on December 22, 2008	P.O. Box 471458	Fort Worth	TX	76147
Larry Warren McKibban		2299 Magnola Ct.	Port Townsend	WA	98368
Max Exploration, LLC		P.O. Box 9287	Salt Lake City	UT	84109
Max Permian, LLC		P.O. Box 9287	Salt Lake City	UT	84109
Meridian 102, LP		16400 Dallas ParkwaySuite 400	Dallas	TX	75248
Michael Harrison Moore		P.O. Box 51570	Midland	TX	79710
Michael Timothy McLaughlin		1992 Angels Share Ct.	Brentwood	CA	94513
OXY USA WTP Limited Partnership		6 Desta DriveSuite 6000	Midland	TX	79705
Pheasant Energy, LLC		P.O. Box 471458	Fort Worth	TX	76147
Richard Lyons Moore		16400 Dallas ParkwaySuite 400	Dallas	TX	75248
Ronald J. Byers Company, LLC	C/O Personal Administrators, Inc.	3939 Bee Caves Rd., Bldg.C-100	Austin	TX	78746
Ronald Vernon McKibban		180 Florence Street	Port Townsend	WA	98368
Russell Lynn Porter		P.O. Box 375	Naturita	CO	81422
Ryan Moore, Trustee of the Ryan Moore SSMIT GST Exempt Trust,	as revised and restated on December 22, 2008	P.O. Box 471458	Fort Worth	TX	76147
Ryan Moore, Trustee of the Ryan Moore SSMIT GST Exempt Trust,	as revised and restated on December 22, 2008	P.O. Box 471458	Fort Worth	TX	76147
Solon Grant Upshaw		2031 Doolan Dr.	Conroe	TX	77301
Starboard Permian Resources, LLC		5528 Vickery Blvd.	Dallas	TX	75206
The Maureen Stephenson, Kevin Warren,	and Bryan Warren Partnership	347 W. 24th Street	San Bernardino	CA	92405
The United States of America Bureau of Land Management		301 Dinosaur Trail	Santa Fe	NM	87508
Tommy V. Warren, deceased, Heirs are his children:	Bryan Warren, Kevin Warren, Maureen Stephenson	347 West 24th Street	San Bernardino	CA	92405
Tommy V. Warren and wife, Marguerite Warren, Heirs are their	children: Bryan Warren, Kevin Warren, Maureen Stephenson	347 West 24th Street	San Bernardino	CA	92405
Tower Rock Royalties TWO, LP		P.O. Box 5746	Austin	TX	78763
TROG Fund II, LP		P.O. Box 5746	Austin	TX	78763
Trustees of the Jal Public Library Fund		P.O. Box 178	Jal	NM	88252

EXHIBIT

5



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

August 23, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease commingle) oil and gas production, off-lease measure, and off-lease store from spacing units underlying Lots 3 & 4, E/2 SW/4, and the SE/4 (S/2 equivalent) of irregular Section 30 and Lots 1-4, E/2 W/2 and the E/2 (all of Section 31 equivalent) of irregular Section 31, Township 24 South, Range 36 East, NMPM, Lea County, New Mexico (the "Lands")

Ladies and Gentlemen:

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

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

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

Sincerely,

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

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

T 505.988.4421 F 505.983.6043
110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849
Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208
www.hollandhart.com

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

Matador - Weinberger Bivins - Commingling
Postal Delivery Report

9414811898765482558890	Brennan James McLaughlin	38330 Tandika Trl N	Palm Desert	CA	92211-7040	Your item was delivered to an individual at the address at 11:02 am on August 26, 2024 in PALM DESERT, CA 92211.
9414811898765482558883	Cameron H. Morrow and wife, Vicky L. Morrow	30393 Oak Grove Rd	Paola	KS	66071-8454	We attempted to deliver your item at 4:25 pm on August 26, 2024 in PAOLA, KS 66071 and a notice was left because an authorized recipient was not available.
9414811898765482558838	Ethan Clay Upshaw	3421 West Bramlet Dr.	Conroe	TX	77304	Your item arrived at our NORTH HOUSTON TX DISTRIBUTION CENTER destination facility on August 26, 2024 at 8:50 am. The item is currently in transit to the destination.
9414811898765482558876	F3 Criterion Minerals, LP	PO Box 5746	Austin	TX	78763-5746	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558715	Incline Permian, LLC	5011 N Central Expy	Dallas	TX	75205-3456	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558753	Intrepid Potash-New Mexico, LLC C/O Intrepid Potash, Inc.	1001 17th St Ste 1050	Denver	CO	80202-2035	Your item was returned to the sender at 7:45 am on August 26, 2024 in DENVER, CO 80202 because the forwarding order for this address is no longer valid.

Matador - Weinberger Bivins - Commingling
Postal Delivery Report

9414811898765482558760	Joyce Marie Thomson	2946 Glen Heather Dr	San Jose	CA	95133-1419	Your item arrived at our SAN JOSE CA DISTRIBUTION CENTER destination facility on August 26, 2024 at 2:29 pm. The item is currently in transit to the destination.
9414811898765482558722	Kelly Patrick McLaughlin	118 Rancho Cir	Auburn	CA	95603-5605	Your item was delivered to an individual at the address at 11:50 am on August 26, 2024 in AUBURN, CA 95603.
9414811898765482558791	Kevin Moore, Trustee of the Kevin Moore SSMTT GST Exempt Trust, As Revised And Restated On December 22, 2008	PO Box 471458	Fort Worth	TX	76147-1458	Your item has been delivered and is available at a PO Box at 10:30 am on August 26, 2024 in FORT WORTH, TX 76147.
9414811898765482558746	Kevin Moore, Trustee of the Kevin Moore SSMTT Nonexempt Trust, As Revised And Restated On December 22, 2008	PO Box 471458	Fort Worth	TX	76147-1458	Your item has been delivered and is available at a PO Box at 10:30 am on August 26, 2024 in FORT WORTH, TX 76147.
9414811898765482558784	Larry Warren McKibban	2299 Magnolia Ct	Port Townsend	WA	98368-1000	Your item arrived at our TACOMA WA DISTRIBUTION CENTER destination facility on August 26, 2024 at 7:03 pm. The item is currently in transit to the destination.
9414811898765482558739	Max Exploration, LLC	PO Box 9287	Salt Lake City	UT	84109-0287	Your item arrived at the SALT LAKE CITY, UT 84109 post office at 9:33 am on August 26, 2024 and is ready for pickup.
9414811898765482558777	Max Permian, LLC	PO Box 9287	Salt Lake City	UT	84109-0287	Your item arrived at the SALT LAKE CITY, UT 84109 post office at 9:34 am on August 26, 2024 and is ready for pickup.

Matador - Weinberger Bivins - Commingling
Postal Delivery Report

9414811898765482558913	Meridian 102, LP	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558951	Michael Harrison Moore	PO Box 51570	Midland	TX	79710-1570	Your item arrived at the MIDLAND, TX 79710 post office at 10:08 am on August 26, 2024 and is ready for pickup.
9414811898765482558968	Michael Timothy McLaughlin	1992 Angels Share Ct	Brentwood	CA	94513-4276	Your item arrived at our OAKLAND CA DISTRIBUTION CENTER destination facility on August 26, 2024 at 1:00 pm. The item is currently in transit to the destination.
9414811898765482558920	OXY USA WTP Limited Partnership	6 Desta Dr Ste 6000	Midland	TX	79705-5602	We attempted to deliver your item at 10:37 am on August 26, 2024 in MIDLAND, TX 79705 and a notice was left because an authorized recipient was not available.
9414811898765482558999	Pheasant Energy, LLC	PO Box 471458	Fort Worth	TX	76147-1458	Your item has been delivered and is available at a PO Box at 10:30 am on August 26, 2024 in FORT WORTH, TX 76147.
9414811898765482558944	Richard Lyons Moore	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558937	Ronald J. Byers Company, LLC C/O Personal Administrators, Inc.	3939 Bee Caves Rd Bldg C-100	West Lake Hills	TX	78746-6431	Your item was delivered to the front desk, reception area, or mail room at 11:30 am on August 26, 2024 in AUSTIN, TX 78746.

Matador - Weinberger Bivins - Commingling
Postal Delivery Report

9414811898765482558975	Ronald Vernon McKibban	180 Florence St	Port Townsend	WA	98368-9803	Your item arrived at our TACOMA WA DISTRIBUTION CENTER destination facility on August 26, 2024 at 7:03 pm. The item is currently in transit to the destination.
9414811898765482558616	Russell Lynn Porter	PO Box 375	Naturita	CO	81422-0375	Your item arrived at the NATURITA, CO 81422 post office at 10:29 am on August 26, 2024 and is ready for pickup.
9414811898765482558654	Ryan Moore, Trustee of the Ryan Moore SSMTT GST Exempt Trust, As Revised And Restated On December 22, 2008	PO Box 471458	Fort Worth	TX	76147-1458	Your item has been delivered and is available at a PO Box at 10:30 am on August 26, 2024 in FORT WORTH, TX 76147.
9414811898765482558661	Ryan Moore, Trustee of the Ryan Moore SSMTT GST Exempt Trust, As Revised And Restated On December 22, 2008	PO Box 471458	Fort Worth	TX	76147-1458	Your item has been delivered and is available at a PO Box at 10:30 am on August 26, 2024 in FORT WORTH, TX 76147.
9414811898765482558623	Solon Grant Upshaw	2031 Doolan Dr	Conroe	TX	77301-4105	Your item arrived at our NORTH HOUSTON TX DISTRIBUTION CENTER destination facility on August 26, 2024 at 8:48 am. The item is currently in transit to the destination.
9414811898765482558609	Starboard Permian Resources, LLC	5528 Vickery Blvd	Dallas	TX	75206-6233	We attempted to deliver your item at 10:05 am on August 26, 2024 in DALLAS, TX 75206 and a notice was left because an authorized recipient was not available.
9414811898765482558692	The Maureen Stephenson, Kevin Warren, And Bryan Warren Partnership	347 W 24th St	San Bernardino	CA	92405-3721	Your item was delivered to an individual at the address at 11:28 am on August 26, 2024 in SAN BERNARDINO, CA 92405.

Matador - Weinberger Bivins - Commingling
Postal Delivery Report

9414811898765482558647	The United States of America Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your item was delivered to the front desk, reception area, or mail room at 12:43 pm on August 26, 2024 in SANTA FE, NM 87508.
9414811898765482558685	Tommy V. Warren, deceased, Bryan Warren, Kevin Warren, Maureen Stephenson Heirs are his children	347 W 24th St	San Bernardino	CA	92405-3721	Your item was delivered to an individual at the address at 11:28 am on August 26, 2024 in SAN BERNARDINO, CA 92405.
9414811898765482558630	Tommy V. Warren and wife, Marguerite Warren, Bryan Warren, Kevin Warren, Maureen Stephenson Heirs are Their Children	347 W 24th St	San Bernardino	CA	92405-3721	Your item was delivered to an individual at the address at 11:28 am on August 26, 2024 in SAN BERNARDINO, CA 92405.
9414811898765482558678	Tower Rock Royalties TWO, LP	PO Box 5746	Austin	TX	78763-5746	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558111	TROG Fund II, LP	PO Box 5746	Austin	TX	78763-5746	Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.
9414811898765482558166	Trustees of the Jal Public Library Fund	PO Box 178	Jal	NM	88252-0178	Your item arrived at the JAL, NM 88252 post office at 11:42 am on August 26, 2024 and is ready for pickup.

50
13

EXHIBIT “H”

Attached to and made a part of that certain Operating Agreement dated May 10, 2024, by and among
Matador Production Company, as Operator, and
MRC Permian Company et al as Non-Operators (this “Agreement”)

**MEMORANDUM OF OPERATING AGREEMENT,
MORTGAGE AND FINANCING STATEMENT**

STATE OF NEW MEXICO §

COUNTY OF LEA §

WHEREAS, Matador Production Company, as “Operator”, MRC Permian Company et al as “Non-Operator”, entered into that certain Operating Agreement dated May 10, 2024 (the “Operating Agreement”) covering oil and gas operations on those certain oil, gas and mineral leases and fee mineral interests described on Exhibit “A” (the “Contract Area”), attached hereto and made a part hereof, as said Exhibit “A” may be amended from time to time. Operator and Non-Operator are sometimes referred to collectively as the “Parties” and individually as a “Party”; and

WHEREAS, Operator and Non-Operator desire to give third parties notice of the existence of the Operating Agreement, and of the rights and obligations of Operator and Non-Operators thereunder.

NOW, THEREFORE, for and consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Operator and Non-Operator hereby stipulate and agree as follows:

I.

The Operating Agreement is an A.A.P.L. Form 610-1989 Model Form Operating Agreement, as amended by the Parties, plus exhibits.

II.

Article VI.G. provides that each party to the Operating Agreement shall take in kind its proportionate share of all oil and gas produced from the Contract Area. Additionally, the Parties have agreed to be bound by a volumetric Gas Balancing Agreement which is attached as Exhibit “E” to the Operating Agreement.

III.

Pursuant to Article VII.B., Non-Operator mortgages to Operator, and grants to Operator a lien upon, its oil and gas leasehold estates and “oil and gas interests”, as that term is defined in Article I. thereof, in the Contract Area, and grants to Operator a security interest in its share of oil or gas when extracted from the Contract Area and its interest in all equipment located thereon to secure payment of its share of expense under the Operating Agreement, together with interest thereon in accordance with the Operating Agreement, in addition to any other remedies available to Operator in law or pursuant to the Operating Agreement. Upon default by Non-Operator in the payment of its share of expense, without prejudice to any other rights and remedies, Operator shall have the right to collect from the purchaser of production from the Contract Area the proceeds from the sale of Non-Operator’s share of oil or gas produced and sold from the Contract Area until the amount owed by Non-Operator, including interest, has been paid. Each purchaser of oil and gas produced from the Contract Area shall be entitled to rely upon Operator’s written statement concerning the amount of any default. Operator grants a like mortgage, lien and security interest to Non-Operator to secure payment of Operator’s proportionate share of expense.

This Memorandum shall constitute a Mortgage and Financing Statement covering oil and gas extracted from the Contract Area to the extent that such oil and gas is owned by a defaulting party under the Operating Agreement. Upon its own motion or upon the request of any Non-Operator, this Mortgage and Financing Statement shall be filed by Operator in the real estate records of any county or parish in which the Contract Area is situated and/or the records of the Secretary of State.. The undersigned Non-Operator shall be considered as both a debtor, to the extent that Non-Operator has failed to pay its share of expense pursuant to the Joint Operating Agreement, and as a secured party and mortgagee.

Operator, upon the consent of all Parties, may terminate the effect of this Memorandum as to all or any portion of the Contract Area by recording a full or partial release hereof.

IV.

Any third party requiring additional information concerning the rights and obligations of the Parties under the Operating Agreement may contact the Operator at the following address:

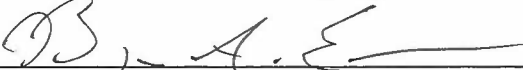
OPERATOR: Matador Production Company
5400 LBJ Freeway Ste. 1500
Dallas, TX 75240

V.

This Memorandum of Operating Agreement, Mortgage and Financing Statement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the heirs, successors and assigns of the Parties. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signature and notarial acknowledgments of all Parties for recording purposes.


IN WITNESS WHEREOF, this Memorandum of Operating Agreement, Mortgage and Financing Statement is executed effective on this 10th day of May 2024.

1. Matador Production Company

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

*pgd
D.W.J.*

2. MRC Permian Company

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

*pgd
D.W.J.*

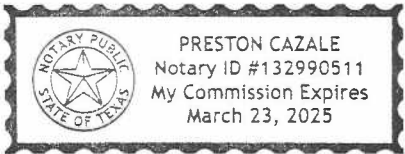
3.
By: _____
Name: _____
Title: _____

4.
By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF Texas §
COUNTY OF Dallas §

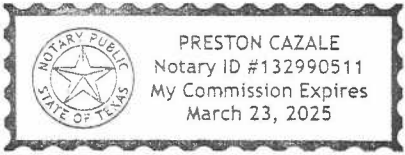
This instrument was acknowledged before me on October 23rd, 2024, by Bryan A. Erman, as EVP & General Counsel & Head of M&A, for Matador Production Company, a Texas corporation, on behalf of said corporation.



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

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on October 23rd, 2024, by Bryan A. Erman, as EVP & General Counsel & Head of M&A, for MRC Permian Company, a Texas corporation, on behalf of said corporation.



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

Any third party requiring additional information concerning the rights and obligations of the Parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR: Matador Production Company
5400 LBJ Freeway Ste. 1500
Dallas, TX 75240

V.

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1. Matador Production Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

2. MRC Permian Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

3. Incline Permian, LLC

By: AL J. Johnston
Name: AL Johnston
Title: 8/13/2024

4.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

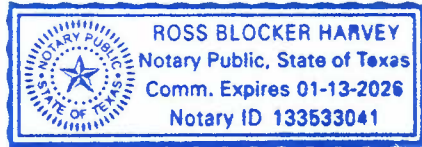
STATE OF Texas

§

COUNTY OF Tarrant

§

This instrument was acknowledged before me on 8/13/2024, 2024, by Lee Johnston
 as SVP Permian Basin, for Permian, LLC on
 behalf of said corporation.



Ron Harvey
 Signature
Ross Harvey
 Name (Print)
 My commission expires 1-13-2026

STATE OF _____

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2024, by _____,
 as _____, for _____ on
 behalf of said corporation.

 Signature

 Name (Print)
 My commission expires _____

STATE OF _____

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2024, by _____,
 as _____, for _____ on
 behalf of said corporation.

 Signature

 Name (Print)
 My commission expires _____

Any third party requiring additional information concerning the rights and obligations of the Parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR: Matador Production Company
5400 LBJ Freeway Ste. 1500
Dallas, TX 75240

V.

This Memorandum of Operating Agreement, Mortgage and Financing Statement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the heirs, successors and assigns of the Parties. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signature and notarial acknowledgments of all Parties for recording purposes.

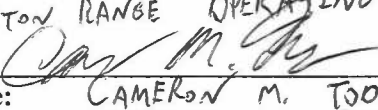
IN WITNESS WHEREOF, this Memorandum of Operating Agreement, Mortgage and Financing Statement is executed effective on this 10th day of May 2024.

1. Matador Production Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

2. MRC Permian Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

3. TETON RANGE OPERATING, LLC
By: 
Name: CAMERON M. TOOR
Title: PARTNER

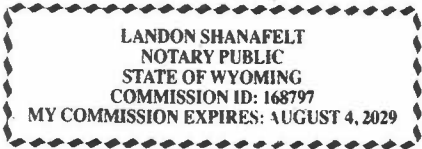
4.
By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF Wyoming
COUNTY OF Teton

§
§

This instrument was acknowledged before me on July 12, 2024, by CAMERON M. TODD,
as PARTNER, for TETON RANGE OPERATING
behalf of said corporation.



Landon Shanafelt
Signature

Landon Shanafelt
Name (Print)
My commission expires Aug. 4, 2029

STATE OF _____
COUNTY OF _____

§
§

This instrument was acknowledged before me on _____, 2024, by _____,
as _____, for _____ on
behalf of said corporation.

Signature

Name (Print)
My commission expires _____

STATE OF _____
COUNTY OF _____

§
§

This instrument was acknowledged before me on _____, 2024, by _____,
as _____, for _____ on
behalf of said corporation.

Signature

Name (Print)
My commission expires _____

Any third party requiring additional information concerning the rights and obligations of the Parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR: Matador Production Company
5400 LBJ Freeway Ste. 1500
Dallas, TX 75240

V.

This Memorandum of Operating Agreement, Mortgage and Financing Statement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the heirs, successors and assigns of the Parties. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signature and notarial acknowledgments of all Parties for recording purposes.

IN WITNESS WHEREOF, this Memorandum of Operating Agreement, Mortgage and Financing Statement is executed effective on this 10th day of May 2024.

1. Matador Production Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

2. MRC Permian Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

3. TETON RANGE OPERATING, LLC

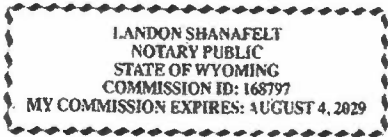
By: Cameron M. Toor
Name: CAMERON M. TOOR
Title: PARTNER

4. Pheasant Energy, LLC

By: Ryan C. Moore
Name: Ryan C. Moore
Title: CEO

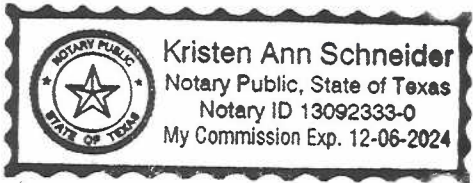
ACKNOWLEDGEMENTS

STATE OF Wyoming §
COUNTY OF Teton §
This instrument was acknowledged before me on July 12, 2024, by Cameron M. Todd
as PARTNER, for TETON RANGE OPERATIONS on
behalf of said corporation.



[Signature]
Signature
Landon Shanafelt
Name (Print)
My commission expires Aug. 4, 2029

STATE OF Texas §
COUNTY OF Tarrant §
This instrument was acknowledged before me on _____, 2024, by Ryan C. Moore
as CEO, for Pheasant Energy, LLC on
behalf of said corporation.



Kristen Ann Schneider
Signature
Kristen Ann Schneider
Name (Print)
My commission expires 12-06-2024

STATE OF _____ §
COUNTY OF _____ §
This instrument was acknowledged before me on _____, 2024, by _____
as _____, for _____ on
behalf of said corporation.

Signature

Name (Print)
My commission expires _____

Any third party requiring additional information concerning the rights and obligations of the Parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR: Matador Production Company
5400 LBJ Freeway Ste. 1500
Dallas, TX 75240

V.

This Memorandum of Operating Agreement, Mortgage and Financing Statement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the heirs, successors and assigns of the Parties. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signature and notarial acknowledgments of all Parties for recording purposes.

IN WITNESS WHEREOF, this Memorandum of Operating Agreement, Mortgage and Financing Statement is executed effective on this 10th day of May 2024.

1. Matador Production Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

2. MRC Permian Company

By: _____
Name: Bryan A. Erman
Title: E.V.P. & General Counsel & Head of M&A

3.

By: Jessica Davis
Name: Jessica Davis
Title: AIF

4.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF Oklahoma §
COUNTY OF Oklahoma §
This instrument was acknowledged before me on 1, July, 2024, by Jessica Davis,
as AIF, for CRP XII LLC on
behalf of said corporation.



[Signature]
Signature
Sarah Ruiz
Name (Print)
My commission expires 10-14-24

STATE OF _____ §
COUNTY OF _____ §
This instrument was acknowledged before me on _____, 2024, by _____,
as _____, for _____ on
behalf of said corporation.

Signature

Name (Print)
My commission expires _____

STATE OF _____ §
COUNTY OF _____ §
This instrument was acknowledged before me on _____, 2024, by _____,
as _____, for _____ on
behalf of said corporation.

Signature

Name (Print)
My commission expires _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated May 10, 2024, by and among
Matador Production Company, as Operator,
and MRC Permian Company et al as Non-Operators (this "Agreement")

I. CONTRACT AREA:

SE4, E2SW4, Lots 3 & 4 of Section 30, and E2, E2W2, Lots 1, 2, 3 & 4 of Section 31, Township 24 South, Range 36 East, Lea County, New Mexico.

II. DEPTH RESTRICTIONS:

None.

III. ADDRESS OF THE PARTIES:

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

MRC Permian Company
One Lincoln Centre
5400 LBJ Freeway, Suite 1500
Dallas, Texas 75240
Attn: Land Department

IV. Oil and Gas Leases subject to this Agreement:

Date: November 1, 2018
Lessee: Federal Abstract Company
Lessor: The United State of America
Lease Number: NMNM 138909
Lands covered: Lots 1-4, SE4NW4, E2SW4 & SE4 of Section 30 & NE4 & NW4 of Section 31, Township 24 South, Range 36 East

Date: July 17, 2020
Lessee: Starboard Permian Resources, LLC
Lessor: Larry Warren McKibban
Lease Number: Fee Lease
Lands covered: S2 of Section 31, Township 24 South, Range 36 East, except the west 80 acres of Lots 3 & 4

Date: July 17, 2020
Lessee: Starboard Permian Resources, LLC
Lessor: Ronald Vernon McKibban
Lease Number: Fee Lease
Lands covered: S2 of Section 31, Township 24 South, Range 36 East, except the west 80 acres of Lots 3 & 4

Date: August 21, 2020
Lessee: Starboard Permian Resources, LLC
Lessor: The Maureen Stephenson, Kevin Warren, and Bryan Warren Partnership
Lease Number: Fee Lease
Lands covered: S2 of Section 31, Township 24 South, Range 36 East, except the west 80 acres of Lots 3 & 4

Date: August 3, 2021
Lessee: MRC Permian Company
Lessor: Ronald J. Byers Company, LLC
Lease Number: Fee Lease
Lands covered: West 80 acres of Lots 3 & 4 of Section 31, Township 24 South, Range 36 East

Date: October 5, 2021
Lessee: Incline Permian, LLC
Lessor: Meridian 102, LP
Lease Number: Fee Lease
Lands covered: West 80 acres of Lots 3 & 4 of Section 31, Township 24 South, Range 36 East

Date: November 17, 2021
Lessee: MRC Permian Company
Lessor: Michael Harrison Moore
Lease Number: Fee Lease
Lands covered: West 80 acres of Lots 3 & 4 of Section 31, Township 24 South, Range 36 East

VI. Burdens on Production:

Burdens of record as of the effective date of this Agreement.

End of Exhibit “A”

***Final Exhibit “A” will be sent to Non-operators from Operator pending final elections and execution of Operating Agreement.**

From: [Paula M. Vance](#)
To: [McClure, Dean, EMNRD](#); [Lowe, Leonard, EMNRD](#)
Subject: [EXTERNAL] Matador Wienberger & Bivins Commingling - Action ID: 378752
Date: Tuesday, September 24, 2024 1:50:02 PM
Attachments: [image001.png](#)
[1941_001.pdf](#)

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Dean/Leonard,

Attached is the affidavit of notification of publication for Matador Wienberger & Bivins Commingling - Action ID: 378752. Please let me know if you need anything else on this one.



**Holland
& Hart**

Paula Vance

Associate

HOLLAND & HART LLP

110 North Guadalupe Street, Suite 1, Santa Fe, NM 87501

pmvance@hollandhart.com | **T:** (505) 954-7286 | **M:** (337) 280-9055

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Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
August 27, 2024
and ending with the issue dated
August 27, 2024.



Publisher

Sworn and subscribed to before me this
27th day of August 2024.



Business Manager

My commission expires
January 29, 2027

(Seal) **STATE OF NEW MEXICO**
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087528
COMMISSION EXPIRES 01/29/2027

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

LEGAL NOTICE
August 27, 2024

To: All affected parties, including all heirs, devisees, and successors of: Brennan James McLaughlin; Cameron H Morrow & Vicky L Morrow; Ethan Clay Upshaw; F3 Criterion Minerals, LP; Incline Permian, LLC; Intrepid Potash-New Mexico, LLC; Joyce Marie Thomson; Kelly Patrick McLaughlin; Kevin Moore SSMTT GST Exempt Trust, Kevin Moore, Trustee; Larry Warren McKibban; Mac Exploration, LLC; Max Permian, LLC; Meridian 102, LP; Michael Harrison Moore; Michael Timothy McLaughlin; OXY USA WTP Limited Partnership; Pheasant Energy, LLC; Richard Lyons Moore; Ronald J. Byers Company, LLC; Ronald Vernon McKibban; Russell Lynn Porter; Ryan Moore SSMTT GST Exempt Trust, Ryan Moore, Trustee; Solon Grant Upshaw; Starboard Permian Resources, LLC; The Maureen Stephenson, Kevin Warren, and Bryan Warren Partnership; Tommy V. Warden, dec'd, Bryan Warren, Kevin Warren, and Maureen Stephenson, heirs; Tower Rock Royalties TWO, LP; TROG Fund II, LP; Trustees of the Jal Public Library Fund; Bureau of Land Management.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease commingle) oil and gas production, off-lease measure, and off-lease store from spacing units underlying Lots 3 & 4, E/2 SW/4, and the SE/4 (S/2 equivalent) of irregular Section 30 and Lots 1-4, E/2 W/2 and the E/2 (all of Section 31 equivalent) of irregular Section 31, Township 24 South, Range 36 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937) ("Matador"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease), off-lease measure, and off-lease store diversely owned oil and gas production at the **Weinberger Bivins Tank Battery** ("TB") insofar as all existing and future wells drilled in the following spacing units:

(a) The 247.83-acre spacing unit comprised of Lots 3 and 4 (W/2 SW/4 equivalent) of irregular Section 30 and Lots 1-4 (W/2 W/2 equivalent) of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Weinberger Fed Com #135H** (API. No. 30-025-53267);

(b) The 240-acre spacing unit comprised of the E/2 SW/4 of irregular Section 30 and the E/2 W/2 of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Weinberger Fed Com #136H** (API. No. 30-025-53268);

(c) The 240-acre spacing unit comprised of the E/2 SE/4 of irregular Section 30 and the E/2 E/2 of irregular Section 31, in the WC-025 G-08 S253534O; Bone Spring [97088] – currently dedicated to the **Bivins Fed Com #138H** (API. No. 30-025-53265);

(d) The 247.83-acre spacing unit comprised of Lots 3 and 4 (W/2 SW/4 equivalent) of irregular Section 30 and Lots 1-4 (W/2 W/2 equivalent) of irregular Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Weinberger Fed Com #211H** (API. No. 30-025-53269);

(e) The 240-acre spacing unit comprised of the E/2 SW/4 of irregular Section 30 and the E/2 W/2 of irregular Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Weinberger Fed Com #212H** (API. No. 30-025-53270);

(f) The 240-acre spacing unit comprised of the W/2 SE/4 of Section 30 and the W/2 E/2 of Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Bivins Fed Com #213H** (API. No. 30-025-53266);

(g) The 240-acre spacing unit comprised of the E/2 SE/4 of Section 30 and the E/2 E/2 of Section 31, in the Jal; Wolfcamp, West [33813] – currently dedicated to the **Bivins Fed Com #214H** (API. No. 30-025-PENDING); and

(h) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the **Weinberger Bivins Tank Battery** (located off the project area in the SE/4 NW/4 and SW/4 NE/4 (Units F and G) with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Kyle Perkins, Matador Production Company, (972) 371-5202 or KPerkins@matadorresources.com.
#00293468

07100704

00293400

HOLLAND & HART LLC
110 N GUADALUPE ST., STE. 1
SANTA FE, NM 87501

From: [Paula M. Vance](#)
To: [Clelland, Sarah, EMNRD](#); [Adam Rankin](#); ogonzalez@matadorresources.com
Subject: RE: [EXTERNAL] Re: Action ID 378752 PLC968
Date: Tuesday, April 22, 2025 4:18:18 PM
Attachments: [Weinberger Bivens JOA Memo.pdf](#)

Sarah,

See attached and orders below. Please let me know if you need anything else.

- Weinberger 211: R-21939
- Weinberger 212: R-21940
- Weinberger 135: R-21937
- Weinberger 136: R-21938
- Bivins 213: R-21946
- Bivins 214: R-21947
- Bivins 138: R-21945

Paula Vance
Associate, Holland & Hart LLP

pmvance@hollandhart.com | **T:** (505) 954-7286 | **M:** (337) 280-9055

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From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Tuesday, April 22, 2025 12:16 PM
To: Paula M. Vance <PMVance@hollandhart.com>; Adam Rankin <AGRankin@hollandhart.com>;
ogonzalez@matadorresources.com
Subject: RE: [EXTERNAL] Re: Action ID 378752 PLC968

External Email

Yeah, it isn't something that Dean has required in the past but I am wanting to have these to show that a voluntary agreement has been reached with the Fee Interest Owners or a Compulsory Pooling Order from the Commission. I do not see a compulsory pooling order in any of these well files. If you have the JOA and that shows the voluntary agreement to Pool then that is fine.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division

Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Paula M. Vance <PMVance@hollandhart.com>
Sent: Tuesday, April 22, 2025 9:56 AM
To: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>; Adam Rankin <AGRankin@hollandhart.com>; ogonzalez@matadorresources.com
Subject: [EXTERNAL] Re: Action ID 378752 PLC968

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Sarah,

Are you asking for a copy of the JOA? We've never had to provide that before for commingling that includes only fee. Is that a new requirement? Or are you requesting a pooling order number. I can't recall if these have a CP order.

P

Get [Outlook for iOS](#)

From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Tuesday, April 22, 2025 11:47 AM
To: Paula M. Vance <PMVance@hollandhart.com>; Adam Rankin <AGRankin@hollandhart.com>; ogonzalez@matadorresources.com <ogonzalez@matadorresources.com>
Subject: RE: Action ID 378752 PLC968

External Email

Hi Oscar,

Both Paula and Adam are out. Hoping you can get the below information for me on this application.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD
Sent: Tuesday, April 22, 2025 9:37 AM
To: Paula M. Vance <PMVance@hollandhart.com>; Adam Rankin <agrankin@hollandhart.com>
Cc: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Subject: RE: Action ID 378752 PLC968

Hi Adam,

I received an out of office notification for Paula and her email said to contact you. Please see below.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

From: Clelland, Sarah, EMNRD
Sent: Tuesday, April 22, 2025 9:33 AM
To: Paula M. Vance <PMVance@hollandhart.com>
Cc: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Subject: Action ID 378752 PLC968

To whom it may concern (c/o Paula Vance for Matador Production Company),

The Division is reviewing the following application:

Action ID	378752
Admin No.	PLC-968
Applicant	Matador Production Company
Title	Weinberger Bivins Tank Battery
Sub. Date	05/21/2024

Please provide the following additional supplemental documents:

- Please provide pooling agreements for Fee Leases/Wells.

Please provide additional information regarding the following:

-

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

COMMENT

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at OCD.Enviro@emnrd.nm.gov for instructions regarding the submittal process for applications of this type.

Thanks,

Sarah Clelland

Petroleum Specialist

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

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

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

ORDER NO. PLC-968

ORDER

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

FINDINGS OF FACT

1. Matador Production Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.

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

ORDER

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

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

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.

4. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
8. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
9. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

A handwritten signature in blue ink, appearing to read "G. Razatos", is positioned above a horizontal line.

**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 4/30/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-968

Operator: Matador Production Company (228937)

Central Tank Battery: Weinberger Bivins Tank Battery

Central Tank Battery Location: UL F, G, Section 30, Township 24 South, Range 36 East

Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
JAL;WOLFCAMP, WEST	33813
WC-025 G-08 S253534O;BONE SPRING	97088

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
Pooled Area Wolfcamp Fee Lease	S/2	31-24S-36E
Pooled Area Bone Spring Fee Lease	S/2	31-24S-36E
CA Wolfcamp NMNM 106699571	W/2 SW/4	30-24S-36E
	W/2 W/2	31-24S-36E
CA Bone Spring NMNM 106699573	E/2 SW/4	30-24S-36E
	E/2 W/2	31-24S-36E
CA Wolfcamp NMNM 106699227	W/2 SE/4	30-24S-36E
	W/2 E/2	31-24S-36E
CA Bone Spring NMNM 106699278	E/2 SE/4	30-24S-36E
	E/2 E/2	31-24S-36E
CA Wolfcamp NMNM 106699569	E/2 SE/4	30-24S-36E
	E/2 E/2	31-24S-36E
CA Wolfcamp NMNM 106699228	E/2 SW/4	30-24S-36E
	E/2 W/2	31-24S-36E
CA Bone Spring NMNM 106699577	W/2 SW/4	30-24S-36E
	W/2 W/2	31-24S-36E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-53265	BIVINS FEDERAL COM #138H	E/2 SE/4	30-24S-36E	97088
		E/2 E/2	31-24S-36E	
30-025-53266	BIVINS FEDERAL COM #213H	W/2 SE/4	30-24S-36E	33813
		W/2 E/2	31-24S-36E	
30-025-53267	WEINBERGER FEDERAL COM #135H	W/2 SW/4	30-24S-36E	97088
		W/2 W/2	31-24S-36E	
30-025-53268	WEINBERGER FEDERAL COM #136H	E/2 SW/4	30-24S-36E	97088
		E/2 W/2	31-24S-36E	

30-025-53269	WEINBERGER FEDERAL COM #211H	W/2 SW/4 W/2 W/2	30-24S-36E 31-24S-36E	33813
30-025-53270	WEINBERGER FEDERAL COM #212H	E/2 SW/4 E/2 W/2	30-24S-36E 31-24S-36E	33813
30-025-53400	BIVINS FEDERAL COM #214H	E/2 SE/4 E/2 E/2	30-24S-36E 31-24S-36E	33813

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 378752

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 378752
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	4/30/2025