

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

APPLICATIONS OF MATADOR PRODUCTION  
COMPANY FOR COMPULSORY POOLING,  
LEA COUNTY, NEW MEXICO.

Case Nos. 21631 and 21632

MATADOR'S RESPONSE TO TAP ROCK'S MOTION TO DISMISS  
MATADOR'S CASE NOS. 21631 and 21632

Tap Rock Resources Operating, LLC ("Tap Rock") moved to dismiss Matador Production Company's ("Matador") above cases for two reasons: (i) Tap Rock claims that Matador's Case Nos. 21631 and 21632 are moot after Matador later filed its alternative applications in Case Nos. 22110 and 22111; and (ii) Tap Rock claims that because it owns 100% of the working interest in its competing spacing unit that dismissal is required. Both arguments fail.

**I. Matador's Alternative Applications Do Not Moot One Another.**

Far from mooted its Cases Nos. 21631 and 21632, Matador's position is that filing its Case Nos. 22110 and 22111 and having them heard together with its prior cases was appropriate and results in the most efficient way to have this 4-mile area heard by the Division at one time to ensure Matador's 160 acres is not stranded.

Matador owns 100% of the working interest in the SW/4 of Section 33, Township 24 South, Range 35 East, Lea County, New Mexico. Currently, Tap Rock has proposed 1.5-mile stand-up development directly north of Matador's acreage and COG Operating, LLC ("Concho") has a contract area for 2-mile stand-up development directly south of Matador's acreage. If both Concho and Tap Rock developed the Bone Spring in that manner, it would completely strand Matador's acreage because development using lay-down laterals is not a viable orientation in this area. A map showing the current stranding of Matador's 160 acres is attached as **Exhibit A**.

Initially, Matador and COG Operating, LLC (“Concho”) had planned to include Matador’s acreage in 2-mile development comprising the W/2 of Sections 28 and 33, as reflected in Matador’s Case Nos. 21631-21632 and Concho’s now-dismissed Case Nos. 21654-21655. Matador and Concho had coordinated significantly regarding this 2-mile development, as reflected in the attached Letter Agreement between them, dated February 10, 2021. **Exhibit B.** At that time, Matador and Concho would have owned 75% of the working interest in their proposed 2-mile units. Matador and Concho both filed for pooling while they determined who would operate—both sets of cases competed with Tap Rock’s proposed 1.5-mile development in Case Nos. 21609 and 21610.

Based on the combined 75% working interest and longer laterals, among other things, Matador felt comfortable with its chances that the Matador/Concho applications would ultimately prevail and Matador’s acreage would be developed. Matador therefore had no need at that point to file its alternative applications reflected in Case Nos. 22110 and 22111.

Subsequently, however, Concho traded its acreage under that planned two-mile development to Tap Rock in a recent assignment filed on July 8, 2021. **Exhibit C.** The recent assignment changed the dynamics because now Matador’s working interest in support of its 2-mile applications against Tap Rock was reduced to 25%, admittedly making it a closer case for the Division to decide if viewed in isolation.

To protect against the chances of being stranded, shortly after Tap Rock closed its transaction with Concho, Matador proposed an alternative 2.5-mile development coming from the south in the event Matador did not prevail in its competing cases against Tap Rock. Matador’s two alternative development plans to prevent stranding are depicted on **Exhibit D.** Matador’s alternative 2.5-mile development is reflected in Matador’s Case Nos. 22110 and 22111. However,

Matador's working interest in that alternative unit is 20%, so it too is a closer case for the Division to decide if viewed in isolation.

But neither development plan should be viewed in isolation because doing so could inadvertently lead to a result where Matador's 160 acres is stranded, causing an extreme amount of waste and destroying Matador's correlative rights. By filing both of the only two alternative development plans that do not strand Matador's acreage and having them set for hearing together, this allows the Division to see the entire picture of this four-mile development and decide an outcome that does not result in this waste.

For this reason, Matador's alternative applications do not moot Matador's earlier applications. The same controversy still exists—Matador's efforts to ensure its acreage is not stranded. The alternative applications filed by Matador simply put the entire picture in front of the Division so that the Division can make the appropriate rulings with full view of the impacts of each case.

## **II. Tap Rock's Working Interest in its Proposed Spacing Unit Does Not Mandate Dismissal.**

As set forth on **Exhibit E**, Tap Rock has proposed two 1.5-mile spacing units that overlap entirely and compete with Matador's proposed 2-mile spacing units. Tap Rock claims that because it has 100% of the working interest in its proposed 1.5-mile development that it mandates dismissal of Matador's overlapping proposed 2-mile applications. This is an argument for Tap Rock to make on the merits of the force pooling applications, not a reason for dismissal as a matter of law.

Matador is not aware of any Division precedent—and Tap Rock cites none—that mandates dismissal of a force pooling application simply because it involves pooling tracts in which another party owns 100% of the interest. Indeed, pooling tracts in which another party owns 100% of the interest is not uncommon.

In fact, contrary to Tap Rock's argument, the Division has not only previously allowed an application similar to Matador's to go forward to hearing, but has actually **granted** such an application. See Order No. R-14524, Case No. 15759, *Application of One Energy Partners Operating, LLC*. In that case, One Energy applied to force pool a 2-mile spacing unit in the E/2 W/2 of Sections 1 and 12, Township 22 South, Range 34 East, Lea County, New Mexico. Similar to Matador in these cases, One Energy only had a working interest in the Section 12 portion of the spacing unit and no working interest in the Section 1 portion. Like Tap Rock here, the owners of the Section 1 interest had uniform voluntary agreement for 100% of the working interest in the relevant portion of Section 1 and had a drilling permit in hand and wanted to develop Section 1 without including Section 12. In that case, the Division granted One Energy's application, over the protest of the Section 1 owners, and granted it operatorship of the 2-mile lateral including the Section 1 in which it had no interest. Accordingly, the One Energy case is precedent that requires Tap Rock's motion to dismiss be denied, and will actually support Matador's applications on the merits once they are heard.

In addition to this precedent, granting Tap Rock's motion would set a dangerous precedent if anytime a company had secured 100% of the working interest in a tract it could require dismissal of any force pooling applications involving that acreage, as it would allow such companies to potentially develop such acreage in a way that would strand other acreage with zero recourse for those stranded parties.

Tap Rock's motion to dismiss raises issues that should be heard when the merits of these cases are heard, but are not reasons for dismissal of Matador's cases as a matter of law. For these reasons, Matador respectfully requests that Tap Rock's motion be denied.

Respectfully submitted,

/s/ Kyle Perkins

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Kyle Perkins  
Matador Production company  
Vice President and Assistant General Counsel  
5400 LBJ Fwy, Suite 1500  
Dallas, Texas 75240  
(972) 371-5202  
[kperkins@matadorresources.com](mailto:kperkins@matadorresources.com)

### CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2021, this pleading will be served via email to the following:

**Attorneys for Tap Rock Resources, LLC**

Sharon T. Shaheen

John F. McIntyre

[sshaheen@montand.com](mailto:sshaheen@montand.com)

[jmcintyre@montand.com](mailto:jmcintyre@montand.com)

**Attorneys for COG Operating, LLC**

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Oceans Munds-Dry

Michael Rodriguez

[omundsdry@concho.com](mailto:omundsdry@concho.com)

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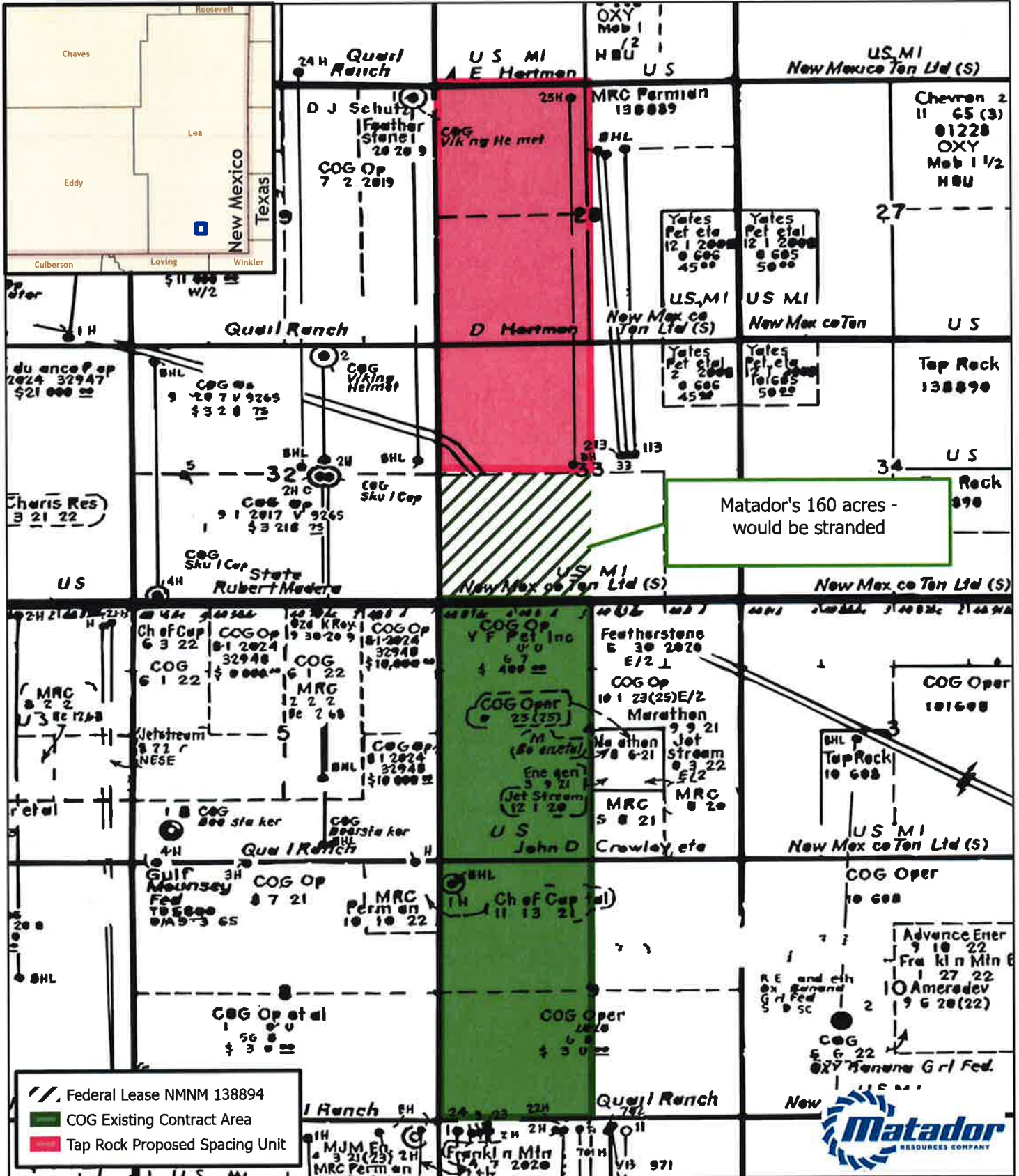
/s/ Kyle Perkins

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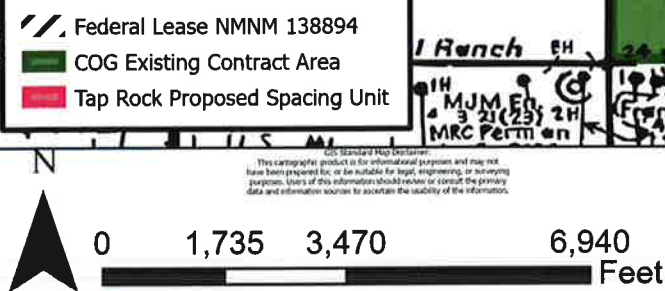
# EXHIBIT A



# Noel Fed Com



Southeast New Mexico



Map Prepared by: agreeen  
 Project: Forced Pooling  
 Date: 8/3/2021  
 Coordinate System:

# EXHIBIT B





February 10, 2021

MRC Permian Company  
Attn: Mr. Trey Goodwin  
5400 LBJ Freeway, Suite 1500  
Dallas, TX 75240

Re: Letter Agreement  
APD Filing Consent Waiver-T24S-R35E, W2 of Section 28 and 33 ("Lands")  
Lea County, New Mexico

Dear Mr. Goodwin:

This Letter Agreement (this "Agreement") dated and made effective February 10, 2021, sets forth the terms and conditions for which COG Operating LLC ("COG") and MRC Permian Company ("MRC") are willing to grant reciprocal waivers where COG owns an interest in the Lands and where MRC does not, and where MRC owns an interest in the Lands, and COG does not for the sole purpose of filing APDs subject to the following terms and conditions set forth below. COG and MRC when jointly referred to herein shall be known as the "Parties" to this Agreement, and each individually as a "Party".

In furtherance of this mutual understanding and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties hereby consent to each other filing APDs subject to the conditions and limitations set forth herein.
2. The time frame for APDs to be filed under the reciprocal waivers granted herein by either Party shall be no later than the earlier of (i) the date that the hearing is held before the New Mexico Oil Conservation Division in the competing force pooling applications regarding the Lands in Case Nos. 21609, 21610, 21654, 21655, 21631, and 21632, or such subsequently assigned Case Numbers; or (ii) one year from the date of this Agreement. In the event, said APDs are not filed by said date, the Parties reciprocal consent granted within this Agreement will be hereby rescinded and terminate.
3. APDs shall be located only to the W2 of Sections 28 and 33, T24S-R35E, Lea County New Mexico, and only for depths in the First and Second Bone Spring benches within the Bone Spring Formation ("the Lands").
4. Neither Party is waiving herein any arguments, rights, claims, or positions with respect to any pending compulsory pooling applications at the New Mexico Oil Conservation Division regarding the Lands, and nothing herein shall obligate either Party to file any APDs.
5. This Agreement shall not prevent either Party from all or in part trading, selling, assigning, or any other disposition method of its interest in the Lands.
6. The Parties agree they shall not commence drilling a well on the Lands in the event said APDs are approved until a mutually-agreeable joint operating agreement is executed by the Parties or an Order from the NMOCD compulsory pooling such portion of the Lands is issued.

P F

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties; however, this Agreement shall not be binding until signed by all parties.

If the above correctly reflects your understanding of our Agreement, then please so indicate by signing in the space below, returning one (1) executed copy of this letter to the attention of the undersigned. If this Agreement is not signed and returned by February 12, 2021 by 5 P.M. CST, this Agreement shall ipso facto terminate.

If you have any questions, contact Sean Johnson at [SJohnson@concho.com](mailto:SJohnson@concho.com).

Very truly,



Sean Johnson  
Land Manager-Delaware Basin East  
COG Operating LLC

AGREED AND ACCEPTED this 10<sup>th</sup> day of February but effective as of the Effective Date.

COG Operating LLC

By: 

Name: Sean Johnson

Title: Attorney-In-Fact

AGREED AND ACCEPTED this 12<sup>th</sup> day of FEBRUARY but effective as of the Effective Date.

MRC Permian Company

By: Jon Filbert <sup>JF</sup>

Name: JON FILBERT <sup>TG</sup>  
<sub>KAR</sub>

Title: SENIOR VICE PRESIDENT - LAND

# EXHIBIT C

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
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07/08/2021 02:54 PM  
BY ANGIE BEAUCHAMP

**ASSIGNMENT OF OILAND GAS LEASE**

STATE OF NEW MEXICO       §  
  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF LEA               §

This Assignment of Oil and Gas Lease (this "Assignment"), effective as of February 1, 2021 at 12:01 a.m., CST, (the "Effective Time"), is executed and delivered by **COG Operating LLC**, a Delaware limited liability company, whose address is One Concho Center, 600 West Illinois, Midland, Texas 79701 (collectively "Assignor") to **Tap Rock Resources, LLC**, a Delaware limited liability company, whose address is 602 Park Point Drive, Suite 200, Golden, Colorado 80401 ("Assignee").

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all of Assignor's right, title, and interest in and to the following assets and properties (collectively, the "Concho Assets"):

- i. the oil, gas, and mineral leases described on **Exhibit "A-1"**, limited to the lands and depths described on **Exhibit "A-1"**, together with any and all leasehold interests associated with or derived from such leases, and any amendments, extensions, acreage designations, ratifications, and/or partial releases (of record) affecting such leases, whether or not such instruments are described on said Exhibit, together with all interest derived from such leases in or to any pools or units that include any lands covered by any such leases or all or a part of any such leases, and all tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units (the "Concho Leases," whether one or more);
- ii. all Hydrocarbons produced from and/or attributable to the Concho Leases produced after the Effective Time and the proceeds thereof;
- iii. all contracts, agreements, or instruments by which any of the Concho Assets are bound or subject, or that directly relate to or are otherwise directly applicable to any of the Concho Assets, that are either of record or are listed on **Exhibit "A-1"**, only to the extent primarily applicable to the Concho Assets rather than Assignor's other properties;
- iv. all valid and subsisting easements, permits, licenses, servitudes, rights-of-way, surface leases, and other surface rights and estates that directly relate to or are otherwise directly applicable to any of the Concho Assets, in each case only to the extent primarily applicable to the Concho Assets rather than Assignor's other properties; and
- v. originals or copies (in Assignor's discretion, and whether in electronic or digital format) of all of Assignor's lease files, title files, abstracts and title opinions, title reports, title curative materials, contract files, land surveys and maps, correspondence, and all other records relating primarily to any Concho Assets (collectively, the "Concho Records").

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BY ANGIE BEAUCHAMP

SAVE AND EXCEPT, and there is hereby excluded from the Concho Assets, and COG shall retain and own all of COG's right, title, and interest in and to the following (collectively, the "Concho Excluded Assets"):

- (1) the wellbores specifically described in Exhibit "A-2" (and all associated equipment, materials, pipelines, flowlines, and facilities whether or not described on Exhibit "A-2") and all Hydrocarbons produced from or attributable thereto, whether before or after the Effective Time (the "Concho Excluded Wells");
- (2) sufficient rights in the Concho Leases to produce the Concho Excluded Wells under the applicable rules of the Railroad Commission of Texas, and to operate, maintain, and plug and abandon the Concho Excluded Wells;
- (3) all contracts, agreements, or instruments by which the Concho Excluded Wells are bound or subject, or that directly relate to or are otherwise directly applicable to the Concho Excluded Wells, whether of record or listed on Exhibit "A-1", to the extent primarily applicable to the Concho Excluded Wells, including those listed on Exhibit "A-2";
- (4) equal and concurrent access to the surface of the lands covered by the Concho Leases, in accordance with the terms of those leases and applicable Law, for ingress and egress to operate, maintain, and plug and abandon the Concho Excluded Wells, and to perform other functions reasonably necessary in connection therewith;
- (5) any other assets described on Exhibit "A-2"; and
- (6) Concho's Excluded Records.

TO HAVE AND TO HOLD all and singular the Concho Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its respective successors and assigns forever.

Assignor does hereby agree to warrant and forever defend title to the Concho Assets to the Agreement, unto Assignee and its respective successors and assigns against each and every person claiming the same or any part thereof by, through or under Assignor, but not otherwise.

This Assignment is made subject to that Exchange Agreement, effective February 1, 2021, by and between Assignor, Assignee, and COG Production LLC (the "EA"). Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to them in the EA. To the extent the terms of the EA are inconsistent with the terms of this Assignment; the terms of the EA shall prevail; *provided, however*, this Assignment may be relied upon for all purposes without further recourse or reference to the EA with respect to the conveyance and transfer of title to the Concho Assets. Assignor and Assignee agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other may reasonably request for the purpose of carrying out the intent of this Assignment, the EA, or both.

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Exhibits "A-1" and "A-2" to this Assignment are hereby incorporated by reference and constitutes a part of this Assignment.

Assignee assumes and agrees to timely pay, perform, and discharge all duties, obligations, and liabilities relating to the Concho Assets attributable to periods after the Effective Time, subject to certain exceptions as provided in the EA, and to indemnify Assignor with respect thereto, as more fully provided in the EA.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the Concho Assets or any part thereof.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same Assignment.

The relationship of the Parties with respect to the contemplated transactions shall be governed by the laws of the State of Texas without regard to conflicts of laws principles. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT.

ANY PROCEEDING A) SEEKING A TEMPORARY OR PRELIMINARY INJUNCTION TO ENFORCE ANY PROVISION OF, OR B) BASED ON ANY RIGHT ARISING OUT OF OR IN ANY WAY RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, MUST BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS, COUNTY OF MIDLAND, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS (MIDLAND DIVISION), AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) FOR SUCH LIMITED PURPOSE IN ANY SUCH PROCEEDING AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN FOR SUCH LIMITED PURPOSE.

[Signature and Acknowledgment Pages Follow]



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KEITH MANES, COUNTY CLERK  
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BY ANGIE BEAUCHAMP

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed on the dates set forth in their respective acknowledgments, to be effective as of the Effective Time.

**ASSIGNOR:**

**COG OPERATING LLC**

By: [Signature]  
Name: Steven R. Ellington  
Its: Attorney-in-fact

STATE OF TEXAS            §  
  §  
COUNTY OF MIDLAND    §

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2021, by Steven R. Ellington, Attorney-in-fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires:  
5.14.2021

[Signature: Sarah H. Midkiff]  
Notary Public



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KEITH MANES, COUNTY CLERK  
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**ASSIGNEE:**

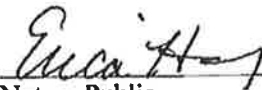
**TAP ROCK RESOURCES, LLC**

By:  <sup>MF</sup>  
Name: Clayton Sporich  
Title: Executive Vice President, Land & Legal

STATE OF COLORADO     §  
  §  
COUNTY OF JEFFERSON   §

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2021, by Clayton Sporich, as Executive Vice President, Land & Legal of Tap Rock Resources, LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires:  
10-24-2021

  
Notary Public

ERICA ROCHELLE HIXSON  
Notary Public  
State of Colorado  
Notary ID # 20174044145  
My Commission Expires 10-24-2021

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 BY ANGIE BEAUCHAMP

EXHIBIT "A-1"  
 CONCHO ASSETS  
 Attached to first Assignment of Oil and Gas Lease, effective February 1, 2021, by and among COG Operating LLC and Tap Rock Resources, LLC.

Lessor: INSO FAR AND ONLY INSO FAR as the Lessor covers the lands and interests described below

COG Lease Number	Lessor	Lessee	Legal Description	County	State	Lease Date	Exp. Date	Book Number	Page Number	Depth
NLEA0284000001	DONALD E HARTMAN	ROBERT E LANDRETH	SEC 28 W2, T24S, R35E	LEA	NM	3/22/2010	3/22/2020	1673	761	LIMITED TO THE 1ST AND 2ND BONE SPRING SAND FORMATION

Marketing Contracts:

1. That certain Gas Purchase Agreement dated effective April 1, 2016, by and between COG Operating LLC ("Supplier") and Versado Gas Processors, L.L.C. ("Company") acting by and through Targa Midstream Services, L.L.C. as its operator, as amended from time to time
2. That certain Amended and Restated Water Gathering and Disposal Agreement dated effective June 11, 2020, by and between Solaris Midstream DBA:NM, LLC ("Gatherer"), COG Operating LLC, COG Production LLC, Concho Oil & Gas L.L.C., and COG Acquire LP herein collectively as "Producer"

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**EXHIBIT "A-2"**  
**CONCHO EXCLUDED ASSETS**  
 Attached to that Assignment of Oil and Gas Lease, effective February 1, 2021, by and among COG Operating LLC and Tap Rock Resources, LLC.

**FULLY EXCLUDED:**

Infrastructure & Facilities:	
Name	Description
Lea County, New Mexico	
COONSKIN FEE 28C CTB	103.374522° W, 32.193781° N
COONSKIN FEE 28D CTB	103.377887° W, 32.19556° N
FASCINATOR CTB & COONSKIN FEE CTB 10' POLY LINE	
All right, title and interest in and to any property, real and personal, related to the ownership and operation of the water line	
All additionally associated electrical equipment relating to any of the Concho Excluded Assets	

**Wells:**

Well	API	Operator	County	State
COONSKIN FEE 25H	30025436830000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 601H	30025450490000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 701H	30025450520000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 602H	30025450500000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 702H	30025450530000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 603H	30025450510000	COG OPERATING, LLC	LEA	NM
COONSKIN FEE 28H	30025450480000	COG OPERATING, LLC	LEA	NM

**Surface Agreements:**

COG Number	Grantor	Grantee	Document Type	Effective Date	County, State	Book Number	Page Number
NLEAR0225000	DION E HARTMAN	COG OPERATING LLC	Easement	2/9/2015	LEA, NM	N/A	N/A
NLEAR0228000	DION E HARTMAN	COG OPERATING LLC	Easement	8/28/2015	LEA, NM	1980	922
NLEAR0402000	DION E HARTMAN	COG OPERATING LLC	Easement	8/31/2017	LEA, NM	2123	546
NLEAR0507000	DION E HARTMAN	COG OPERATING LLC	Easement	8/21/2018	LEA, NM	2144	666
NLEAR0692000	DION E HARTMAN	COG OPERATING LLC	Pipeline ROW	7/30/2020	LEA, NM	N/A	N/A

**Contracts:**

COG Contract Number	Contract Description	Legal	County	State	Agreement Date	Book Number	Page Number
NMLEA71008C	OPERATING AGREEMENT DATED MAY 1 2017, BY AND BETWEEN COG OPERATING LLC AND TAP ROCK RESOURCES, LLC	SEC 28, W2, T24S, R35E	LEA	NM	5/1/2017	N/A	N/A

**PARTIALLY EXCLUDED:**

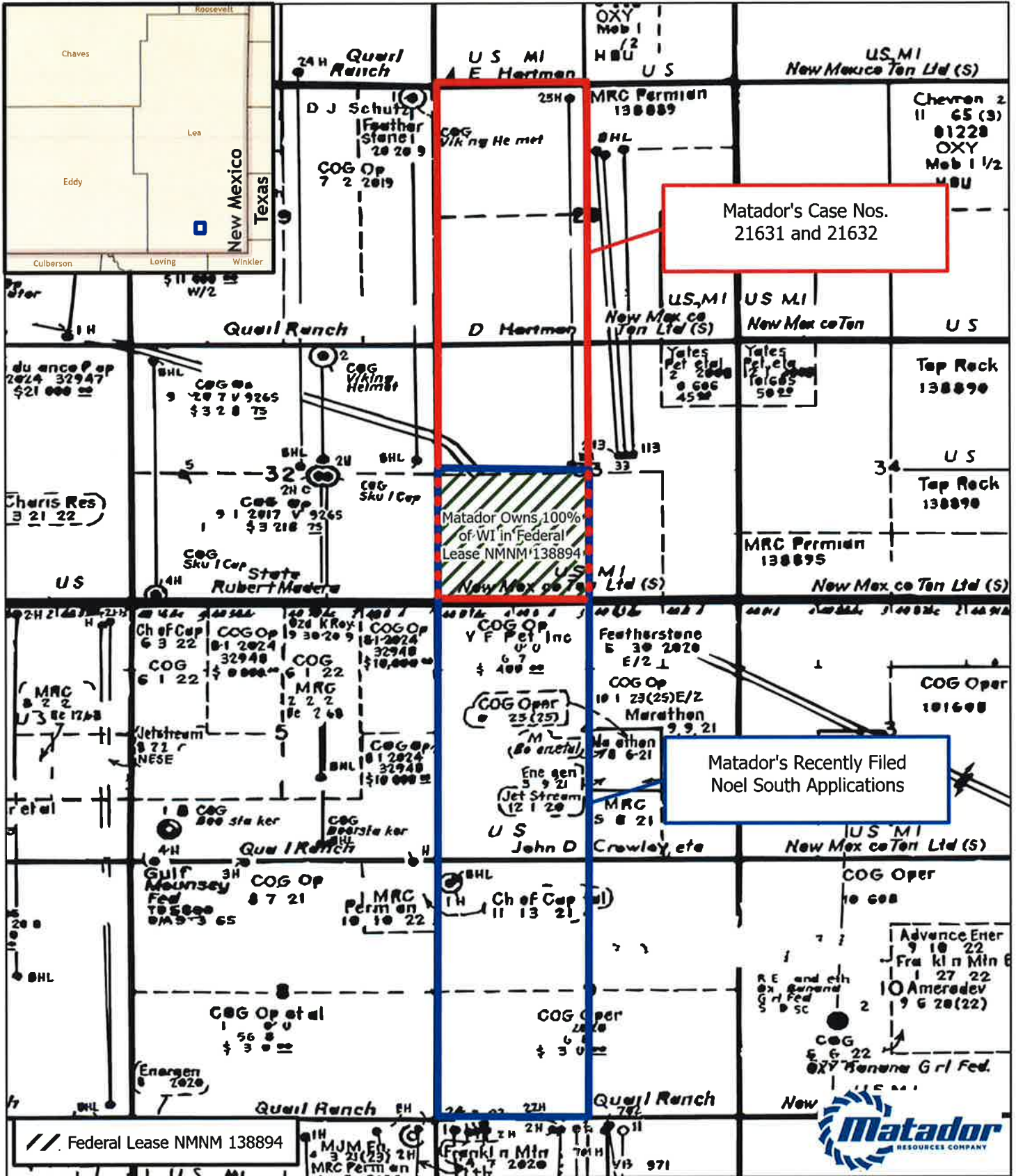
Each of the following is being partially retained to the extent (and only to the extent) that it relates to lands and depths not described in the "Legal Description" and "Depths" columns in Exhibit A-1:

**Leases:**

COG Lease Number	Lessor	Lessee	County	State	Lease Date	Book Number	Page Number
NLEA0264000/001	DONALD E HARTMAN	ROBERT E LANDRETH	LEA	NM	3/22/2010	1673	781

# EXHIBIT D

# Noel Fed Com



Matador's Case Nos.  
21631 and 21632

Matador's Recently Filed  
Noel South Applications

/// Federal Lease NMNM 138894



Southeast New Mexico



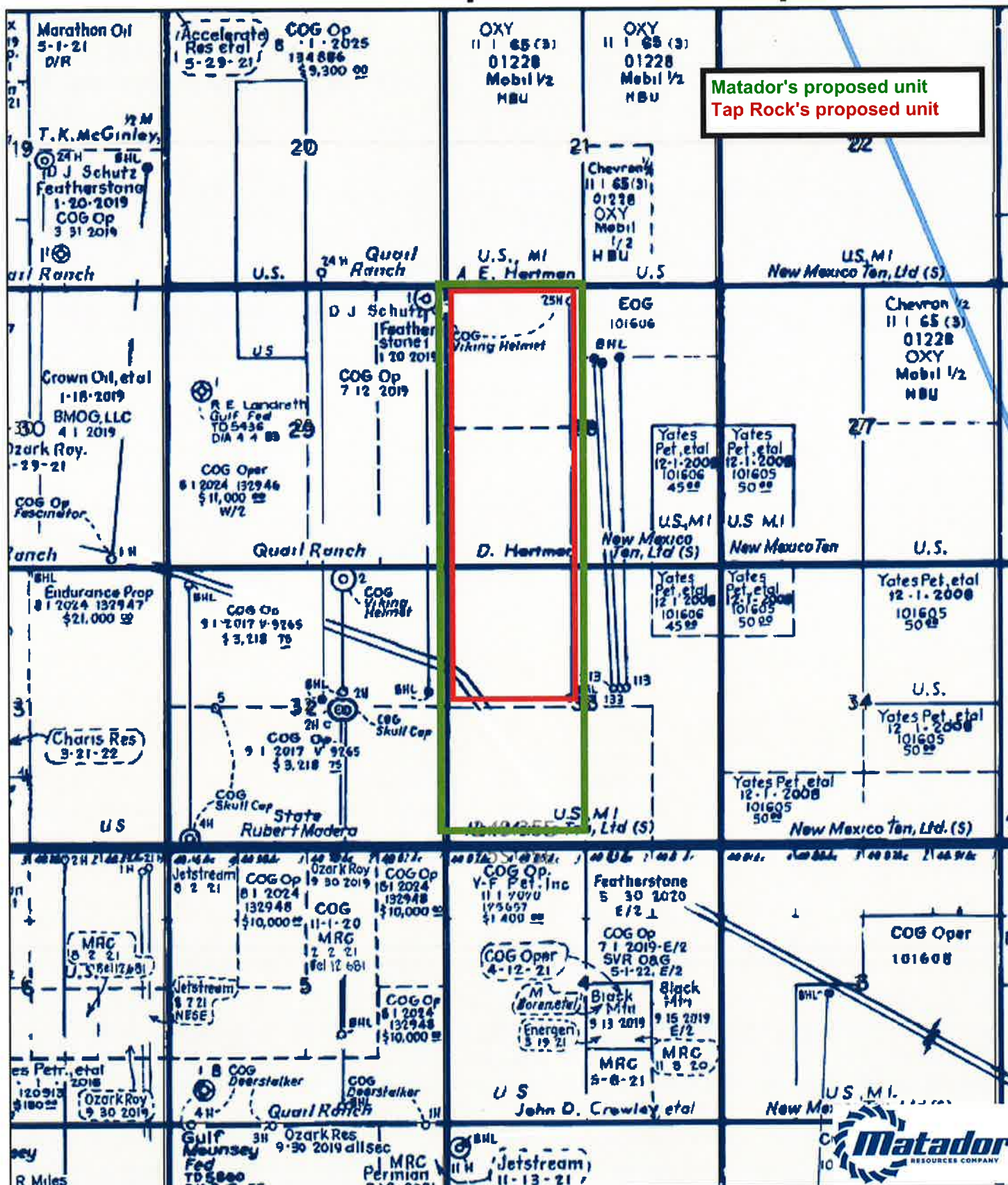
Map Prepared by: agreen  
Project: Forced Pooling  
Date: 8/2/2021  
Coordinate System:

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 validity of the information.



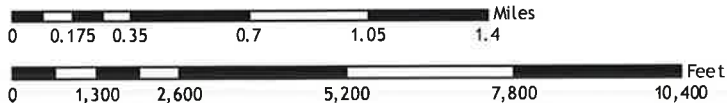
# EXHIBIT E

# MRC and Tap Rock Overlap



**Matador's proposed unit**  
**Tap Rock's proposed unit**

N



Author: Matador Access Portal

Date: 8/11/2021