

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

April 15, 2024

VIA ONLINE FILING

Dylan Fuge, Division Director (Acting)
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) oil and gas production from spacing units comprised of Sections 13 & 24, Township 24 South, Range 35 East, NMPM, Lea County, New Mexico (the "Lands")**

Dear Mr. Fuge:

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

- (a) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #135H** (API. No. 30-025-52222);
- (b) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #136H** (API No. 30-025-52223);
- (c) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #137H** (API. No. 30-025-52235);
- (d) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #138H** (API. No. 30-025-52236);
- (e) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #211H** (API No. 30-025-52237) and **Cathy Bryce Fed Com #221H** (API No. 30-025-52241);



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

(f) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #212H** (API No. 30-025-52238) and **Cathy Bryce Fed Com #222H** (API No. 30-025-52242);

(g) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #213H** (API No. 30-025-52239);

(h) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #214H** (API No. 30-025-52240);

(i) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases or leases and pools to the Cathy Bryce Fed Com 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 **Cathy Bryce Fed Com Tank Battery** (“TB”) located on the quarter section line between the NW/4 NE/4 and NE/4 NW/4 of Section 13, Township 24 South, Range 35 East. Each well is equipped with a three-phase separator and metered on lease before production is transferred to the TB. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.

Exhibit 1 is a land plat showing Matador’s current development plan, flow lines, well pads, the central tank battery (“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



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mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the 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**



Cathy Bryce Commingling Map

Date Published:
4/5/2024

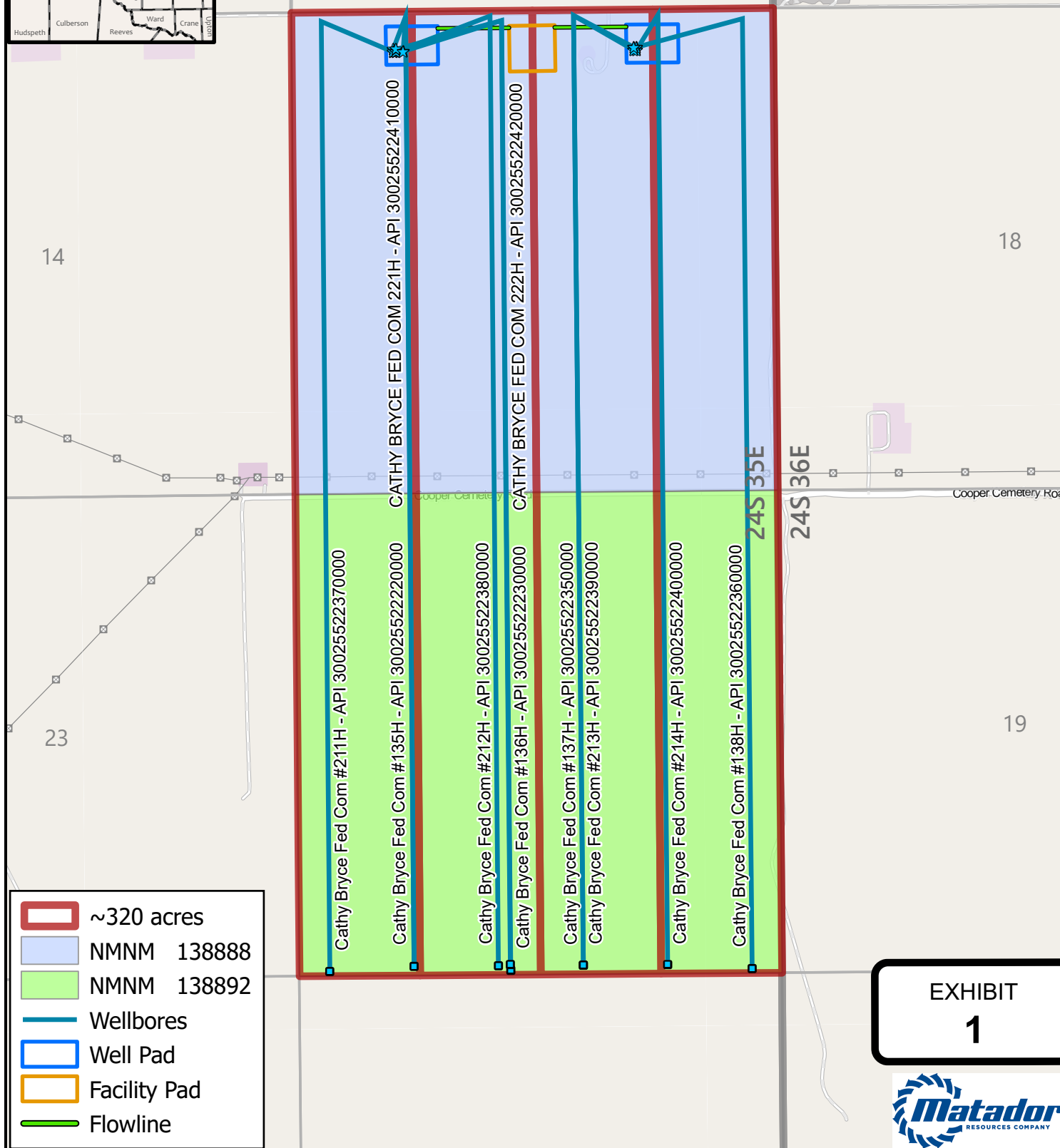
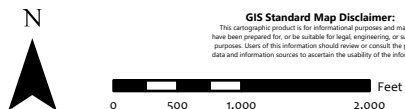


EXHIBIT
1



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.

1:18,000

1 inch equals 1,500 feet

Map Prepared by: amercio.gamarral
Date: April 5, 2024
Project: \\gis\UserData\agamarra~-temp\20240115 Cathy Bryce Commingling Map\Cathy Bryce Commingling Map.aprx
Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 Feet
Sources: IHS; ESRI; US DOI BLM Carlsbad, NM Field Office, GIS Department;
Texas Cooperative Wildlife Collection, Texas A&M University;
United States Census Bureau (TIGER);

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Matador Production Company
OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. _____
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
WC-025 G-09 S253502B;LWR BONE SPRING [98185]	50.36 °	47.81° oil 1,303 BTU/CF	\$68.88/bbl oil Deemed 40°/Sweet (Jul '23 realized price) \$2.15/mcf (Jul '23 realized price)	2,800 bopd
WC-025 G-09 S253502B;LWR BONE SPRING [98185]	1282 BTU/CF			3,200 mcf/d
WC-025 G-09 S253502D; UPR WOLFCAMP [98187]	45.77 °			3,500 bopd
WC-025 G-09 S253502D; UPR WOLFCAMP [98187]	1320 BTU/CF			4,000 mcf/d

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Oscar Gonzalez TITLE: Production Engineer DATE: 11/08/2023
TYPE OR PRINT NAME Oscar Gonzalez TELEPHONE NO.: (972) 629-2147
E-MAIL ADDRESS: ogonzalez@matadorresources.com

EXHIBIT
2

Matador Production Company

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

Voice 972.371.5427 • Fax 972.371.5201

ogonzalez@matadorresources.com

Oscar Gonzalez
Production Engineer

November 8, 2023

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

Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) gas and oil production from the spacing units comprised of Section 13 and Section 24 of Township 24 South, Range 35 East, NMPM, Lea County, New Mexico (the “Lands”).

To Whom This May Concern,

Matador Production Company (“Matador”), OGRID: 228937, requests to commingle current oil and gas production from ten (10) distinct wells located on the Lands and future production from the Lands as described herein. All wells will be metered through individual test separators with an oil turbine meter and gas orifice meter. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the Northwind Midstream, LLC gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. This PFD shows that the water, oil, and gas exit the wellbore and flow into a wellhead three-phase separator which separates the oil, gas, and water. The oil is measured via turbine meter which is calibrated periodically in accordance with industry specifications by a third party measurement company for accuracy. The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled

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

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

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read "Oscar Gonzalez", written in a cursive style.

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 %

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) 748-0720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102
August 1, 2011
appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52222		² Pool Code 98185		³ Pool Name WC-025 G-09 S253502B;LWR BONE SPRING					
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 135H				
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3442'				
¹⁰ Surface Location									
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 408'	North/South line NORTH	Feet from the 1115'	East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. M	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 1254'	East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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

	NEW MEXICO EAST NAD 1983	¹⁷OPERATOR CERTIFICATION <i>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.</i> <i>Nicky Fitzgerald</i> 12/2023 Signature Date Nicky Fitzgerald Printed Name nicky.fitzgerald@matadorresources.com E-mail Address
	<u>SURFACE LOCATION (SHL)</u> 408' FNL - SEC. 13 1115' FWL - SEC. 13 X=852787 Y=446574 LAT.: N 32.2236950 LONG.: W 103.3261898	¹⁸SURVEYOR CERTIFICATION <i>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.</i> 04/12/2023 Date of Survey Signature and Seal of Professional Surveyor
	<u>KICK OFF POINT (KOP)</u> 50' FNL - SEC. 13 1254' FWL - SEC. 13 X=852922 Y=446932 LAT.: N 32.2246761 LONG.: W 103.3257398	Certificate Number NEW MEXICO EAST NAD 1927
	<u>FIRST PERFORATION POINT (FPP)</u> 100' FNL - SEC. 13 1254' FWL - SEC. 13 X=852923 Y=446882 LAT.: N 32.2245387 LONG.: W 103.3257399	<u>SURFACE LOCATION (SHL)</u> X=811601 Y=446514 LAT.: N 32.2235688 LONG.: W 103.3257218
	<u>BLM PERF. POINT (BPP)</u> 0' FSL - SEC. 13 1254' FWL - SEC. 13 X=852970 Y=441697 LAT.: N 32.2102855 LONG.: W 103.3257462	<u>KICK OFF POINT (KOP)</u> X=811737 Y=446973 LAT.: N 32.2245500 LONG.: W 103.3252717
<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> 110' FSL - SEC. 24 1254' FWL - SEC. 24 X=853015 Y=436525 LAT.: N 32.1960704 LONG.: W 103.3257553	<u>FIRST PERFORATION POINT (FPP)</u> X=811737 Y=446923 LAT.: N 32.2244125 LONG.: W 103.3252718	
	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=811629 Y=436466 LAT.: N 32.1959441 LONG.: W 103.3252887	

District I
1625 N. French Dr., Hobbs, NM 88240
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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 30-025-52223		² Pool Code 98185		³ Pool Name WC-025 G-09 S253502B;LWR BONE SPRING	
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM		⁶ Well Number 136H	
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY		⁹ Elevation 3442'	
¹⁰ Surface Location					
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 408'
				North/South line NORTH	Feet from the 1225'
				East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. N	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'
				North/South line SOUTH	Feet from the 2313'
				East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u></p> <p>408' FNL - SEC. 13 1225' FWL - SEC. 13 X=852897 Y=446574 LAT.: N 32.2236928 LONG.: W 103.3258341</p> <p><u>KICK OFF POINT (KOP)</u></p> <p>50' FNL - SEC. 13 2305' FWL - SEC. 13 X=853974 Y=446938 LAT.: N 32.2246644 LONG.: W 103.3223401</p> <p><u>FIRST PERFORATION POINT (FPP)</u></p> <p>100' FNL - SEC. 13 2305' FWL - SEC. 13 X=853974 Y=446888 LAT.: N 32.2245270 LONG.: W 103.3223400</p> <p><u>BLM PERF. POINT (BPP)</u></p> <p>0' FSL - SEC. 13 2309' FWL - SEC. 13 X=854024 Y=441705 LAT.: N 32.2102805 LONG.: W 103.3223361</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u></p> <p>110' FSL - SEC. 24 2313' FWL - SEC. 24 X=854074 Y=436532 LAT.: N 32.1960634 LONG.: W 103.3223320</p>	<p>¹⁷OPERATOR CERTIFICATION</p> <p>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.</p> <p><i>Nicky Fitzgerald</i> 29/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>¹⁸SURVEYOR CERTIFICATION</p> <p>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.</p> <p>04/12/2023 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> ANGEL M. BAEZA NEW MEXICO PROFESSIONAL SURVEYOR 25116</p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <table border="1"> <tr> <td><u>SURFACE LOCATION (SHL)</u> X=811711 Y=446515 LAT.: N 32.2235667 LONG.: W 103.3253660</td> <td><u>KICK OFF POINT (KOP)</u> X=812788 Y=446678 LAT.: N 32.2245382 LONG.: W 103.3216722</td> </tr> <tr> <td><u>FIRST PERFORATION POINT (FPP)</u> X=812789 Y=446628 LAT.: N 32.2244006 LONG.: W 103.3218721</td> <td><u>BLM PERF. POINT (BPP)</u> X=812838 Y=441646 LAT.: N 32.2101542 LONG.: W 103.3218688</td> </tr> <tr> <td><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812889 Y=436473 LAT.: N 32.1969370 LONG.: W 103.3218655</td> <td></td> </tr> </table>	<u>SURFACE LOCATION (SHL)</u> X=811711 Y=446515 LAT.: N 32.2235667 LONG.: W 103.3253660	<u>KICK OFF POINT (KOP)</u> X=812788 Y=446678 LAT.: N 32.2245382 LONG.: W 103.3216722	<u>FIRST PERFORATION POINT (FPP)</u> X=812789 Y=446628 LAT.: N 32.2244006 LONG.: W 103.3218721	<u>BLM PERF. POINT (BPP)</u> X=812838 Y=441646 LAT.: N 32.2101542 LONG.: W 103.3218688	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812889 Y=436473 LAT.: N 32.1969370 LONG.: W 103.3218655	
	<u>SURFACE LOCATION (SHL)</u> X=811711 Y=446515 LAT.: N 32.2235667 LONG.: W 103.3253660	<u>KICK OFF POINT (KOP)</u> X=812788 Y=446678 LAT.: N 32.2245382 LONG.: W 103.3216722						
	<u>FIRST PERFORATION POINT (FPP)</u> X=812789 Y=446628 LAT.: N 32.2244006 LONG.: W 103.3218721	<u>BLM PERF. POINT (BPP)</u> X=812838 Y=441646 LAT.: N 32.2101542 LONG.: W 103.3218688						
	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812889 Y=436473 LAT.: N 32.1969370 LONG.: W 103.3218655							

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OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

FORM C-102
Revised August 1, 2011
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52235		² Pool Code 98185		³ Pool Name WC-025 G-09 S253502B;LWR BONE SPRING	
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 137H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3435'
¹⁰ Surface Location					
UL or lot no. B	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 403'
		North/South line NORTH		Feet from the 1523'	East/West line EAST
				County LEA	
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. 0	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'
		North/South line SOUTH		Feet from the 2178'	East/West line EAST
				County LEA	
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u> 403' FNL - SEC. 13 1523' FEL - SEC. 13 X=855421 Y=446595 LAT.: N 32.2236855 LONG.: W 103.3176724</p> <p><u>KICK OFF POINT (KOP)</u> 50' FNL - SEC. 13 2178' FEL - SEC. 13 X=854762 Y=446943 LAT.: N 32.2246591 LONG.: W 103.3197908</p> <p><u>FIRST PERFORATION POINT (FPP)</u> 100' FNL - SEC. 13 2178' FEL - SEC. 13 X=854763 Y=446893 LAT.: N 32.2245217 LONG.: W 103.3197906</p> <p><u>BLM PERF. POINT (BPP)</u> 0' FSL - SEC. 13 1281' FEL - SEC. 13 X=854816 Y=441711 LAT.: N 32.2102766 LONG.: W 103.3197763</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> 110' FSL - SEC. 24 2178' FEL - SEC. 24 X=854869 Y=436538 LAT.: N 32.1960580 LONG.: W 103.3197620</p>	<p>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.</p> <p><i>Nicky Fitzgerald</i> 9/14/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>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.</p> <p>04/16/2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> ANGEL M. BAEZA NEW MEXICO PROFESSIONAL SURVEYOR 25118</p> <p>Certificate Number</p>
	<p>NEW MEXICO EAST NAD 1927</p>	
	<p><u>SURFACE LOCATION (SHL)</u> X=814235 Y=446536 LAT.: N 32.2235692 LONG.: W 103.3172047</p> <p><u>KICK OFF POINT (KOP)</u> X=813577 Y=446894 LAT.: N 32.2245328 LONG.: W 103.3193230</p>	
	<p><u>FIRST PERFORATION POINT (FPP)</u> X=813577 Y=446854 LAT.: N 32.2243954 LONG.: W 103.3193228</p> <p><u>BLM PERF. POINT (BPP)</u> X=813633 Y=441652 LAT.: N 32.2101503 LONG.: W 103.3192997</p>	
	<p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=813683 Y=436479 LAT.: N 32.1960517 LONG.: W 103.3192956</p>	

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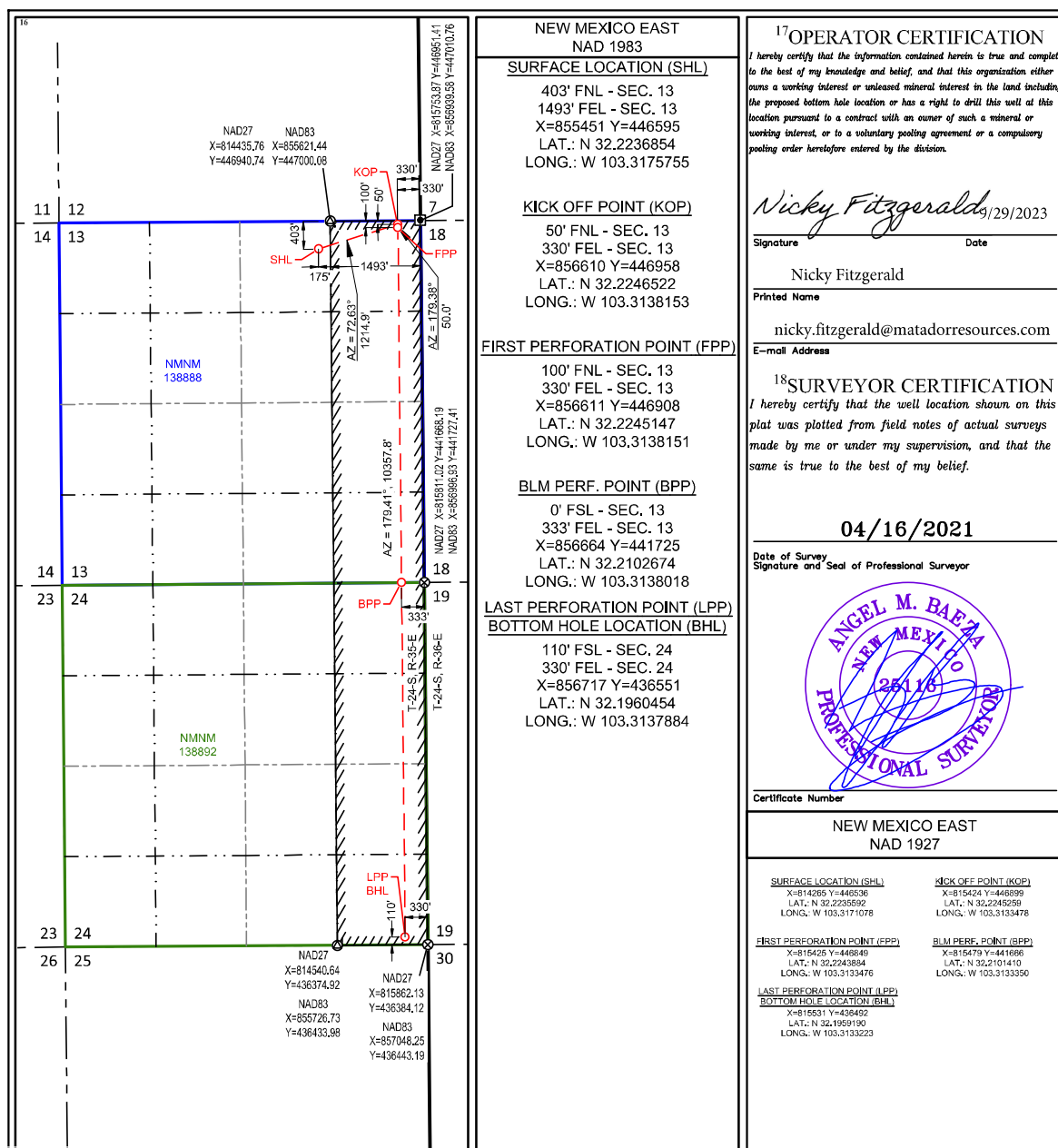
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☐ **AMENDED REPORT**

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52236		² Pool Code 98185		³ Pool Name WC-025 G-09 S253502B;LWR BONE SPRING					
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM						⁶ Well Number 138H	
⁷ GRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY						⁹ Elevation 3435'	
¹⁰ Surface Location									
UL or lot no. B	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 403'	North/South line NORTH	Feet from the 1493'	East/West line EAST	County LEA
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. P	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 330'	East/West line EAST	County LEA
¹³ Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52237		² Pool Code 98187		³ Pool Name WC-025 G-09 S253502D; UPR WOLFCAMP					
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 211H				
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3442'				
¹⁰ Surface Location									
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 438'	North/South line NORTH	Feet from the 1115'	East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. M	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 330'	East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u></p> <p>438' FNL - SEC. 13 1115' FWL - SEC. 13 X=852787 Y=446544 LAT.: N 32.2236125 LONG.: W 103.3261896</p> <p><u>KICK OFF POINT (KOP)</u></p> <p>50' FNL - SEC. 13 330' FWL - SEC. 13 X=851998 Y=446927 LAT.: N 32.2246863 LONG.: W 103.3287266</p> <p><u>FIRST PERFORATION POINT (FPP)</u></p> <p>100' FNL - SEC. 13 330' FWL - SEC. 13 X=851999 Y=446877 LAT.: N 32.2245489 LONG.: W 103.3287277</p> <p><u>BLM PERF. POINT (BPP)</u></p> <p>0' FSL - SEC. 13 330' FWL - SEC. 13 X=852045 Y=441690 LAT.: N 32.2102899 LONG.: W 103.3287351</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u></p> <p>110' FSL - SEC. 24 330' FWL - SEC. 24 X=852091 Y=436519 LAT.: N 32.1960765 LONG.: W 103.3287421</p>	<p>¹⁷OPERATOR CERTIFICATION</p> <p>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.</p> <p><i>Nicky Fitzgerald</i> 15/23 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>¹⁸SURVEYOR CERTIFICATION</p> <p>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.</p> <p>04/16/2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p></p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <table><tr><td><u>SURFACE LOCATION (SHL)</u> X=811601 Y=446484 LAT.: N 32.2234863 LONG.: W 103.3257215</td><td><u>KICK OFF POINT (KOP)</u> X=810913 Y=446885 LAT.: N 32.2245602 LONG.: W 103.3282593</td></tr><tr><td><u>FIRST PERFORATION POINT (FPP)</u> X=810813 Y=446818 LAT.: N 32.2244228 LONG.: W 103.3282594</td><td><u>BLM PERF. POINT (BPP)</u> X=810889 Y=441630 LAT.: N 32.2101637 LONG.: W 103.3282627</td></tr><tr><td><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=810505 Y=436480 LAT.: N 32.1956692 LONG.: W 103.3282753</td><td></td></tr></table>	<u>SURFACE LOCATION (SHL)</u> X=811601 Y=446484 LAT.: N 32.2234863 LONG.: W 103.3257215	<u>KICK OFF POINT (KOP)</u> X=810913 Y=446885 LAT.: N 32.2245602 LONG.: W 103.3282593	<u>FIRST PERFORATION POINT (FPP)</u> X=810813 Y=446818 LAT.: N 32.2244228 LONG.: W 103.3282594	<u>BLM PERF. POINT (BPP)</u> X=810889 Y=441630 LAT.: N 32.2101637 LONG.: W 103.3282627	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=810505 Y=436480 LAT.: N 32.1956692 LONG.: W 103.3282753	
	<u>SURFACE LOCATION (SHL)</u> X=811601 Y=446484 LAT.: N 32.2234863 LONG.: W 103.3257215	<u>KICK OFF POINT (KOP)</u> X=810913 Y=446885 LAT.: N 32.2245602 LONG.: W 103.3282593						
	<u>FIRST PERFORATION POINT (FPP)</u> X=810813 Y=446818 LAT.: N 32.2244228 LONG.: W 103.3282594	<u>BLM PERF. POINT (BPP)</u> X=810889 Y=441630 LAT.: N 32.2101637 LONG.: W 103.3282627						
	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=810505 Y=436480 LAT.: N 32.1956692 LONG.: W 103.3282753							

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52238		² Pool Code 98187		³ Pool Name WC-025 G-09 S253502D; UPR WOLFCAMP	
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 212H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3442'
¹⁰ Surface Location					
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 437'
				North/South line NORTH	Feet from the 1145'
				East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. M	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'
				North/South line SOUTH	Feet from the 2178'
				East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u> 437' FNL - SEC. 13 1145' FWL - SEC. 13 X=852817 Y=446544 LAT.: N 32.2236124 LONG.: W 103.3260926</p> <p><u>KICK OFF POINT (KOP)</u> 50' FNL - SEC. 13 2178' FWL - SEC. 13 X=853846 Y=446937 LAT.: N 32.2246659 LONG.: W 103.3227521</p> <p><u>FIRST PERFORATION POINT (FPP)</u> 100' FNL - SEC. 13 2178' FWL - SEC. 13 X=853847 Y=446887 LAT.: N 32.2245284 LONG.: W 103.3227521</p> <p><u>BLM PERF. POINT (BPP)</u> 0' FSL - SEC. 13 2178' FWL - SEC. 13 X=853893 Y=441704 LAT.: N 32.2102811 LONG.: W 103.3227604</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> 110' FSL - SEC. 24 2178' FWL - SEC. 24 X=853939 Y=436532 LAT.: N 32.1960643 LONG.: W 103.3227685</p>	<p>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.</p> <p><i>Nicky Fitzgerald</i> 9/15/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>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.</p> <p>04/12/2023 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> ANGEL M. BAEZA NEW MEXICO 25118 PROFESSIONAL SURVEYOR</p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <p><u>SURFACE LOCATION (SHL)</u> X=811631 Y=446485 LAT.: N 32.2234862 LONG.: W 103.3256246</p> <p><u>KICK OFF POINT (KOP)</u> X=812961 Y=446876 LAT.: N 32.2245397 LONG.: W 103.3222641</p> <p><u>FIRST PERFORATION POINT (FPP)</u> X=812961 Y=446876 LAT.: N 32.2244022 LONG.: W 103.3222642</p> <p><u>BLM PERF. POINT (BPP)</u> X=812707 Y=441645 LAT.: N 32.2101548 LONG.: W 103.3222931</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812753 Y=436472 LAT.: N 32.1960679 LONG.: W 103.3223020</p>
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¹ API Number 30-025-52239		² Pool Code 98187		³ Pool Name WC-025 G-09 S253502D;UPR WOLFCAMP	
⁴ Property Code 334854		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 213H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3435'
¹⁰ Surface Location					
UL or lot no. B	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 433'
		North/South line NORTH		Feet from the 1523'	East/West line EAST
				County LEA	
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. 0	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'
		North/South line SOUTH		Feet from the 2178'	East/West line EAST
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¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u> 433' FNL - SEC. 13 1523' FEL - SEC. 13 X=855421 Y=446565 LAT.: N 32.2236029 LONG.: W 103.3176724</p> <p><u>KICK OFF POINT (KOP)</u> 50' FNL - SEC. 13 2178' FEL - SEC. 13 X=854762 Y=446943 LAT.: N 32.2246591 LONG.: W 103.3197908</p> <p><u>FIRST PERFORATION POINT (FPP)</u> 100' FNL - SEC. 13 2178' FEL - SEC. 13 X=854763 Y=446893 LAT.: N 32.2245217 LONG.: W 103.3197906</p> <p><u>BLM PERF. POINT (BPP)</u> 0' FSL - SEC. 13 2181' FEL - SEC. 13 X=854816 Y=441711 LAT.: N 32.2102766 LONG.: W 103.3197763</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> 110' FSL - SEC. 24 2178' FEL - SEC. 24 X=854869 Y=436538 LAT.: N 32.1960580 LONG.: W 103.3197620</p>	<p>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.</p> <p><i>Nicky Fitzgerald</i> 9/28/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>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.</p> <p>04/16/2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> ANGEL M. BAEZA NEW MEXICO 25116 PROFESSIONAL SURVEYOR</p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <p><u>SURFACE LOCATION (SHL)</u> X=814235 Y=446506 LAT.: N 32.2234766 LONG.: W 103.3172047</p> <p><u>KICK OFF POINT (KOP)</u> X=813577 Y=446894 LAT.: N 32.2245328 LONG.: W 103.3193230</p> <p><u>FIRST PERFORATION POINT (FPP)</u> X=813577 Y=446854 LAT.: N 32.2243954 LONG.: W 103.3193228</p> <p><u>BLM PERF. POINT (BPP)</u> X=813630 Y=441652 LAT.: N 32.2101503 LONG.: W 103.3193092</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=813683 Y=436479 LAT.: N 32.1959117 LONG.: W 103.3192556</p>
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State of New Mexico
Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52240		² Pool Code 98187		³ Pool Name WC-025 G-09 S253502D; UPR WOLFCAMP	
⁴ Property Code		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 214H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3435'

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
B	13	24-S	35-E	-	433'	NORTH	1493'	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
0	24	24-S	35-E	-	110'	SOUTH	1254'	EAST	LEA

¹² Dedicated Acres 320	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.

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u></p> <p>433' FNL - SEC. 13 1493' FEL - SEC. 13 X=855451 Y=446565 LAT.: N 32.2236029 LONG.: W 103.3175753</p> <p><u>KICK OFF POINT (KOP)</u></p> <p>50' FNL - SEC. 13 1254' FEL - SEC. 13 X=855686 Y=446951 LAT.: N 32.2246557 LONG.: W 103.3168031</p> <p><u>FIRST PERFORATION POINT (FPP)</u></p> <p>100' FNL - SEC. 13 1254' FEL - SEC. 13 X=855687 Y=446901 LAT.: N 32.2245182 LONG.: W 103.3168029</p> <p><u>BLM PERF. POINT (BPP)</u></p> <p>0' FSL - SEC. 13 1257' FEL - SEC. 13 X=855740 Y=441718 LAT.: N 32.2102720 LONG.: W 103.3167891</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u></p> <p>110' FSL - SEC. 24 1254' FEL - SEC. 24 X=855793 Y=436544 LAT.: N 32.1960518 LONG.: W 103.3167752</p>	<p>¹⁷OPERATOR CERTIFICATION</p> <p>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.</p> <p><i>Nicky Fitzgerald</i> 29/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>¹⁸SURVEYOR CERTIFICATION</p> <p>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.</p> <p>04/16/2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> ANGEL M. BAEZA NEW MEXICO PROFESSIONAL SURVEYOR 25116</p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <table border="1"> <tr> <td><u>SURFACE LOCATION (SHL)</u> X=814285 Y=446506 LAT.: N 32.2234766 LONG.: W 103.3171077</td> <td><u>KICK OFF POINT (KOP)</u> X=814500 Y=446891 LAT.: N 32.2245294 LONG.: W 103.3163354</td> </tr> <tr> <td><u>FIRST PERFORATION POINT (FPP)</u> X=814501 Y=446891 LAT.: N 32.2243920 LONG.: W 103.3163352</td> <td><u>BLM PERF. POINT (BPP)</u> X=814554 Y=441659 LAT.: N 32.2101457 LONG.: W 103.3163221</td> </tr> <tr> <td colspan="2"><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=814607 Y=436485 LAT.: N 32.1959254 LONG.: W 103.3163090</td> </tr> </table>	<u>SURFACE LOCATION (SHL)</u> X=814285 Y=446506 LAT.: N 32.2234766 LONG.: W 103.3171077	<u>KICK OFF POINT (KOP)</u> X=814500 Y=446891 LAT.: N 32.2245294 LONG.: W 103.3163354	<u>FIRST PERFORATION POINT (FPP)</u> X=814501 Y=446891 LAT.: N 32.2243920 LONG.: W 103.3163352	<u>BLM PERF. POINT (BPP)</u> X=814554 Y=441659 LAT.: N 32.2101457 LONG.: W 103.3163221	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=814607 Y=436485 LAT.: N 32.1959254 LONG.: W 103.3163090	
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FORM C-102
Revised August 1, 2011
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-52241		² Pool Code 98187		³ Pool Name WC-025 G-09 S253502D; UPR WOLFCAMP	
⁴ Property Code		⁵ Property Name CATHY BRYCE FED COM			⁶ Well Number 221H
⁷ OGRID No. 228937		⁸ Operator Name MATADOR PRODUCTION COMPANY			⁹ Elevation 3443'
¹⁰ Surface Location					
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 407'
				North/South line NORTH	Feet from the 1145'
				East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface					
UL or lot no. M	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'
				North/South line SOUTH	Feet from the 1254'
				East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code	
				¹⁵ Order No.	

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u></p> <p>407' FNL - SEC. 13 1145' FWL - SEC. 13 X=852817 Y=446574 LAT.: N 32.2236949 LONG.: W 103.3260928</p> <p><u>KICK OFF POINT (KOP)</u></p> <p>50' FNL - SEC. 13 1254' FWL - SEC. 13 X=852922 Y=446932 LAT.: N 32.2246761 LONG.: W 103.3257398</p> <p><u>FIRST PERFORATION POINT (FPP)</u></p> <p>100' FNL - SEC. 13 1254' FWL - SEC. 13 X=852923 Y=446882 LAT.: N 32.2245387 LONG.: W 103.3257399</p> <p><u>BLM PERF. POINT (BPP)</u></p> <p>0' FSL - SEC. 13 1254' FWL - SEC. 13 X=852969 Y=441697 LAT.: N 32.2102855 LONG.: W 103.3257476</p> <p><u>LAST PERFORATION POINT (LPP)</u></p> <p><u>BOTTOM HOLE LOCATION (BHL)</u></p> <p>110' FSL - SEC. 24 1254' FWL - SEC. 24 X=853015 Y=436525 LAT.: N 32.1960704 LONG.: W 103.3257553</p>	<p>¹⁷OPERATOR CERTIFICATION</p> <p>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.</p> <p><i>Nicky Fitzgerald</i> 12/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>¹⁸SURVEYOR CERTIFICATION</p> <p>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.</p> <p>04/12/2023 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p> </p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <table border="1"> <tr> <td><u>SURFACE LOCATION (SHL)</u> X=811631 Y=446515 LAT.: N 32.2235687 LONG.: W 103.3256427</td> <td><u>KICK OFF POINT (KOP)</u> X=811737 Y=446873 LAT.: N 32.2245500 LONG.: W 103.3252717</td> </tr> <tr> <td><u>FIRST PERFORATION POINT (FPP)</u> X=811737 Y=446823 LAT.: N 32.2244125 LONG.: W 103.3252718</td> <td><u>BLM PERF. POINT (BPP)</u> X=811783 Y=441637 LAT.: N 32.2101593 LONG.: W 103.3252803</td> </tr> <tr> <td><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=811629 Y=436466 LAT.: N 32.1959441 LONG.: W 103.3252886</td> <td></td> </tr> </table>	<u>SURFACE LOCATION (SHL)</u> X=811631 Y=446515 LAT.: N 32.2235687 LONG.: W 103.3256427	<u>KICK OFF POINT (KOP)</u> X=811737 Y=446873 LAT.: N 32.2245500 LONG.: W 103.3252717	<u>FIRST PERFORATION POINT (FPP)</u> X=811737 Y=446823 LAT.: N 32.2244125 LONG.: W 103.3252718	<u>BLM PERF. POINT (BPP)</u> X=811783 Y=441637 LAT.: N 32.2101593 LONG.: W 103.3252803	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=811629 Y=436466 LAT.: N 32.1959441 LONG.: W 103.3252886	
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¹⁰ Surface Location									
UL or lot no. D	Section 13	Township 24-S	Range 35-E	Lot Idn -	Feet from the 438'	North/South line NORTH	Feet from the 1225'	East/West line WEST	County LEA
¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. N	Section 24	Township 24-S	Range 35-E	Lot Idn -	Feet from the 110'	North/South line SOUTH	Feet from the 2313'	East/West line WEST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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

	<p>NEW MEXICO EAST NAD 1983</p> <p><u>SURFACE LOCATION (SHL)</u> 438' FNL - SEC. 13 1225' FWL - SEC. 13 X=852897 Y=446544 LAT.: N 32.2236104 LONG.: W 103.3258350</p> <p><u>KICK OFF POINT (KOP)</u> 50' FNL - SEC. 13 2305' FWL - SEC. 13 X=853974 Y=446938 LAT.: N 32.2246644 LONG.: W 103.3223401</p> <p><u>FIRST PERFORATION POINT (FPP)</u> 100' FNL - SEC. 13 2305' FWL - SEC. 13 X=853974 Y=446888 LAT.: N 32.2245270 LONG.: W 103.3223400</p> <p><u>BLM PERF. POINT (BPP)</u> 0' FSL - SEC. 13 2309' FWL - SEC. 13 X=854024 Y=441705 LAT.: N 32.2102805 LONG.: W 103.3223361</p> <p><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> 110' FSL - SEC. 24 2313' FWL - SEC. 24 X=854074 Y=436532 LAT.: N 32.1960634 LONG.: W 103.3223320</p>	<p>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.</p> <p><i>Nicky Fitzgerald</i> 4/24/2023 Signature Date</p> <p>Nicky Fitzgerald Printed Name</p> <p>nicky.fitzgerald@matadorresources.com E-mail Address</p> <p>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.</p> <p>04/12/2023 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p></p> <p>Certificate Number</p> <p>NEW MEXICO EAST NAD 1927</p> <table border="1"><tr><td><u>SURFACE LOCATION (SHL)</u> X=811711 Y=446485 LAT.: N 32.2234842 LONG.: W 103.3253669</td><td><u>KICK OFF POINT (KOP)</u> X=812789 Y=446876 LAT.: N 32.2245382 LONG.: W 103.3218722</td></tr><tr><td><u>FIRST PERFORATION POINT (FPP)</u> X=812789 Y=446808 LAT.: N 32.2244008 LONG.: W 103.3218721</td><td><u>BLM PERF. POINT (BPP)</u> X=812838 Y=441646 LAT.: N 32.2101542 LONG.: W 103.3218688</td></tr><tr><td><u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812888 Y=436473 LAT.: N 32.1956570 LONG.: W 103.3218655</td><td></td></tr></table>	<u>SURFACE LOCATION (SHL)</u> X=811711 Y=446485 LAT.: N 32.2234842 LONG.: W 103.3253669	<u>KICK OFF POINT (KOP)</u> X=812789 Y=446876 LAT.: N 32.2245382 LONG.: W 103.3218722	<u>FIRST PERFORATION POINT (FPP)</u> X=812789 Y=446808 LAT.: N 32.2244008 LONG.: W 103.3218721	<u>BLM PERF. POINT (BPP)</u> X=812838 Y=441646 LAT.: N 32.2101542 LONG.: W 103.3218688	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812888 Y=436473 LAT.: N 32.1956570 LONG.: W 103.3218655	
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	<u>LAST PERFORATION POINT (LPP)</u> <u>BOTTOM HOLE LOCATION (BHL)</u> X=812888 Y=436473 LAT.: N 32.1956570 LONG.: W 103.3218655							

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

W2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Containing **320** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: EVP & General Counsel & Head of M&A

Phone number : (972) -371-5469

EXHIBIT “A”

Plat of communitized area covering 320 acres in W2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Cathy Bryce Fed Com #135H

Tract 1 NMNM 138888			
Tract 2 NMNM 138892			

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated October 1, 2023, embracing the following described land in the **W2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 138888

Description of Land Committed: Township 24 South, Range 35 East,
Section 13: W2 W2

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Tract No. 2

Lease Serial Number: NMNM 138892

Description of Land Committed: Township 24 South, Range 35 East,
Section 24: W2 W2

Number of Acres: 160.00

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Name of Overriding Royalty Interest Owners: Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50%
2	160.00	50%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2W2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Bryan A. Erman E.V.P. and General Counsel and Head of M&A
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 Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

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

Phone number : (972) -371-5469

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in **E2W2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

Cathy Bryce Fed Com #136H

	Tract 1 NMNM 138888	
	Tract 2 NMNM 138892	

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **October 1, 2023**, embracing the following described land in the **E2W2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

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

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

Lease Serial Number:	NMNM-138888
Description of Land Committed:	Township 24 South, Range 35 East, Section 13: E2W2
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:	NMNM-138892
Description of Land Committed:	Township 24 South, Range 35 East, Section 24: E2W2
Number of Acres:	160.00
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company
Name of Overriding Royalty Interest Owners:	Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.00%
2	160.00	50.00%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Bryan A. Erman E.V.P. and General Counsel and Head of M&A
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 Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

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

Phone number : (972) -371-5469

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in **W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

Cathy Bryce Fed Com #137H

	Tract 1 NMNM 138888	
	Tract 2 NMNM 138892	

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **October 1, 2023**, embracing the following described land in the **W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

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

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

Lease Serial Number:	NMNM-138888
Description of Land Committed:	Township 24 South, Range 35 East, Section 13: W2E2
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:	NMNM-138892
Description of Land Committed:	Township 24 South, Range 35 East, Section 24: W2E2
Number of Acres:	160.00
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company
Name of Overriding Royalty Interest Owners:	Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.00%
2	160.00	50.00%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2 E2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Containing **320** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: EVP & General Counsel & Head of M&A

Phone number : (972) -371-5469

EXHIBIT “A”

Plat of communitized area covering 320 acres in E2 E2 Sections 13 & 24, Township 24S,
Range 35E, Lea County, New Mexico.

Cathy Bryce Fed Com #138H

			<div>●</div> <div>Tract 1 NMNM 138888</div>
			<div>Tract 2 NMNM 138892</div> <div>●</div>

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated October 1, 2023, embracing the following described land in the **E2 E2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM 138888
Description of Land Committed:	Township 24 South, Range 35 East, Section 13: E2 E2
Number of Acres:	160
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company 100%

Tract No. 2

Lease Serial Number:	NMNM 138892
Description of Land Committed:	Township 20 South, Range 29 East, Section 24: E2 E2
Number of Acres:	160
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company 100%
Name of Overriding Royalty Interest Owners:	Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50%
2	160.00	50%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

W2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Containing **320** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

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COUNTY OF **DALLAS**)

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(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: EVP & General Counsel & Head of M&A

Phone number : (972) -371-5469

EXHIBIT “A”

Plat of communitized area covering 320 acres in W2 W2 Sections 13 & 24, Township 24S,
Range 35E, Lea County, New Mexico.

Cathy Bryce Fed Com #221H

Cathy Bryce Fed Com #211H

Tract 1 NMNM 138888			
Tract 2 NMNM 138892			

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated October 1, 2023, embracing the following described land in the **W2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 138888

Description of Land Committed: Township 24 South, Range 35 East,
Section 13: W2 W2

Number of Acres: 160

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Tract No. 2

Lease Serial Number: NMNM 138892

Description of Land Committed: Township 24 South, Range 35 East,
Section 24: W2 W2

Number of Acres: 160

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Name of Overriding Royalty Interest Owners: Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50%
2	160.00	50%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Containing **320** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: EVP & General Counsel & Head of M&A

Phone number : (972) -371-5469

EXHIBIT “A”

Plat of communitized area covering 320 acres in E2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Cathy Bryce Fed Com #212H and #222H

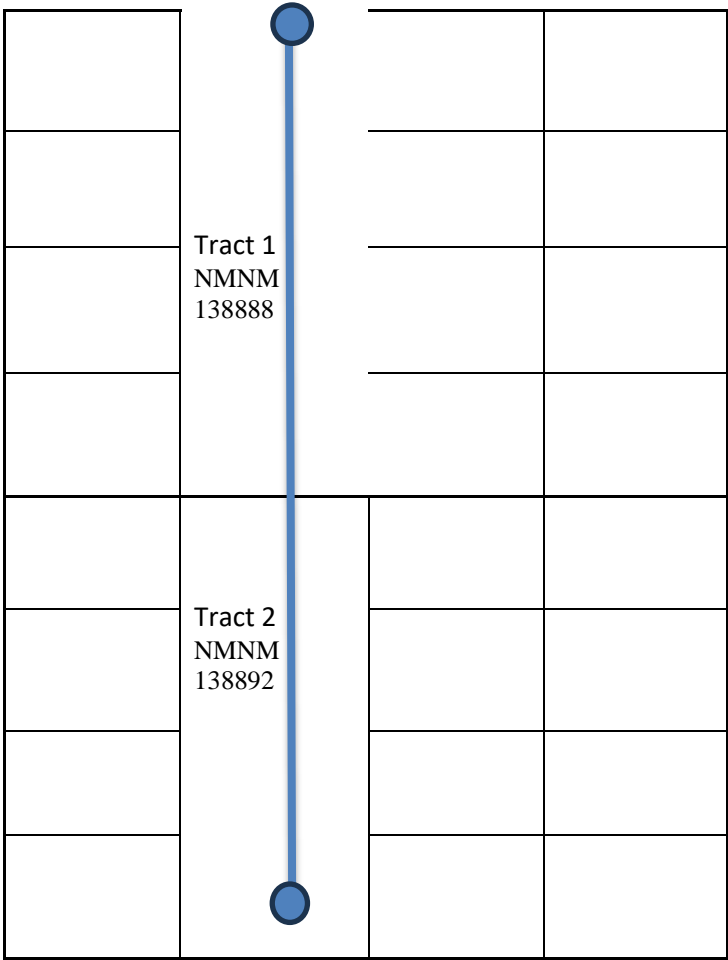


EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated October 1, 2023, embracing the following described land in the **E2 W2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.**

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

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

Lease Serial Number:	NMNM 138888
Description of Land Committed:	Township 24 South, Range 35 East, Section 13: E2 W2
Number of Acres:	160
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company 100%

Tract No. 2

Lease Serial Number:	NMNM 138892
Description of Land Committed:	Township 24 South, Range 35 East, Section 24: E2 W2
Number of Acres:	160
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company 100%
Name of Overriding Royalty Interest Owners:	Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50%
2	160.00	50%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.

Containing **320.00** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

By: Bryan A. Erman E.V.P. and General Counsel and Head of M&A
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 Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

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

Phone number : (972) -371-5469

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in **W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

Cathy Bryce Fed Com #213H

	Tract 1 NMNM 138888	
	Tract 2 NMNM 138892	

EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated **October 1, 2023**, embracing the following described land in the **W2E2 Sections 13 & 24, Township 24 South, Range 35 East, Lea County, New Mexico.**

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

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

Lease Serial Number:	NMNM-138888
Description of Land Committed:	Township 24 South, Range 35 East, Section 13: W2E2
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:	NMNM-138892
Description of Land Committed:	Township 24 South, Range 35 East, Section 24: W2E2
Number of Acres:	160.00
Current Lessee of Record:	MRC Permian Company
Name and Percent of Working Interest Owners:	MRC Permian Company
Name of Overriding Royalty Interest Owners:	Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.00%
2	160.00	50.00%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **October, 2023**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2 E2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Containing **320** 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 **October 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

Operator: Matador Production Company

Signature of Authorized Agent

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

MRC Permian Company

By: _____

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

Date: _____

ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the E.V.P. and General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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

COMMUNITIZATION AGREEMENT: _____

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

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

NAME: _____

Signature of office

Printed: Bryan A. Erman

TITLE: EVP & General Counsel & Head of M&A

Phone number : (972) -371-5469

EXHIBIT “A”

Plat of communitized area covering 320 acres in E2 E2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.

Cathy Bryce Fed Com #214H



			 Tract 1 NMNM 138888
			Tract 2 NMNM 138892 

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated October 1, 2023, embracing the following described land in the **E2 E2 Sections 13 & 24, Township 24S, Range 35E, Lea County, New Mexico.**

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 138888

Description of Land Committed: Township 24 South, Range 35 East,
Section 13: E2 E2

Number of Acres: 160

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Tract No. 2

Lease Serial Number: NMNM 138892

Description of Land Committed: Township 20 South, Range 29 East,
Section 24: E2 E2

Number of Acres: 160

Current Lessee of Record: MRC Permian Company

Name and Percent of Working Interest Owners: MRC Permian Company 100%

Name of Overriding Royalty Interest Owners: Franklin Mountain Royalty Investments, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50%
2	160.00	50%
Total	320.00	100.00%

Franklin Mountain Royalty Investment, LLC
Bureau of Land Management

44 Cook Street, Suite 1000
301 Dinosaur Trl

Denver CO 80206
Santa Fe NM 87508



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

April 10, 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) oil and gas production from spacing units comprised of Sections 13 & 24, Township 24 South, Range 35 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

MRC - Cathy Bryce Commingling
Postal Delivery Report

9414811898765406196887	Franklin Mountain Royalty Investment, LLC	44 Cook St Ste 1000	Denver	CO	80206-5827	Your shipment was received at 3:28 pm on April 10, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9414811898765406196870	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your shipment was received at 3:28 pm on April 10, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Paula M. Vance](#)
Cc: [McClure, Dean, EMNRD](#); [Lowe, Leonard, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-941
Date: Friday, August 9, 2024 8:53:53 AM
Attachments: [PLC941 Order.pdf](#)

NMOCD has issued Administrative Order PLC-941 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52222	Cathy Bryce Federal Com #135H	W/2 W/2	13-24S-35E	98185
		W/2 W/2	24-24S-35E	
30-025-52223	Cathy Bryce Federal Com #136H	E/2 W/2	13-24S-35E	98185
		E/2 W/2	24-24S-35E	
30-025-52235	Cathy Bryce Federal Com #137H	W/2 E/2	13-24S-35E	98185
		W/2 E/2	24-24S-35E	
30-025-52236	Cathy Bryce Federal Com #138H	E/2 E/2	13-24S-35E	98185
		E/2 E/2	24-24S-35E	
30-025-52237	Cathy Bryce Federal Com #211H	W/2 W/2	13-24S-35E	98187
		W/2 W/2	24-24S-35E	
30-025-52241	Cathy Bryce Federal Com #221H	W/2 W/2	13-24S-35E	98187
		W/2 W/2	24-24S-35E	
30-025-52238	Cathy Bryce Federal Com #212H	E/2 W/2	13-24S-35E	98187
		E/2 W/2	24-24S-35E	
30-025-52242	Cathy Bryce Federal Com #222H	E/2 W/2	13-24S-35E	98187
		E/2 W/2	24-24S-35E	
30-025-52239	Cathy Bryce Federal Com #213H	W/2 E/2	13-24S-35E	98187
		W/2 E/2	24-24S-35E	
30-025-52240	Cathy Bryce Federal Com #214H	E/2 E/2	13-24S-35E	98187
		E/2 E/2	24-24S-35E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

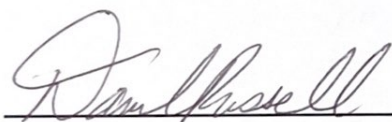
Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

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
April 18, 2024
and ending with the issue dated
April 18, 2024.


Publisher

Sworn and subscribed to before me this
18th day of April 2024.


Business Manager

My commission expires
January 29, 2027

(Seal)
STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
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

LEGAL

LEGAL

LEGAL NOTICE
April 18, 2024

Legal Notice (Publication)

To: All affected parties, including: Franklin Mountain Royalty Investment, LLC; and Bureau of Land Management.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of Sections 13 & 24, Township 24 South, Range 35 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Cathy Bryce Fed Com Tank Battery** insofar as all existing and future infill wells drilled in the following spacing units:

(a) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #135H** (API No. 30-025-52222);

(b) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #136H** (API No. 30-025-52223);

(c) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #137H** (API No. 30-025-52235);

(d) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502B; Lower Bone Spring [98185] – currently dedicated to the **Cathy Bryce Fed Com #138H** (API No. 30-025-52236);

(e) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #211H** (API No. 30-025-52237) and **Cathy Bryce Fed Com #221H** (API No. 30-025-52241);

(f) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #212H** (API No. 30-025-52238) and **Cathy Bryce Fed Com #222H** (API No. 30-025-52242);

(g) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #213H** (API No. 30-025-52239);

(h) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 13 and 24, in the WC-025 G-09 S253502D; Upper Wolfcamp [98187] – currently dedicated to the **Cathy Bryce Fed Com #214H** (API No. 30-025-52240);

(i) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the **Cathy Bryce Fed Com Tank Battery** (located on the quarter section line between the NW/4 NE/4 and NE/4 NW/4 of Section 13, Township 24 South, Range 35 East) 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.
#00289321

67100754

00289321

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

**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-941

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.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

CONCLUSIONS OF LAW

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

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells 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. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

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

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease 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.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.

8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease 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.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 8/9/2024

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-941

Operator: Matador Production Company (228937)

Central Tank Battery: Cathy Bryce Federal Com Tank Battery

Central Tank Battery Location: UL B C, Section 13, Township 24 South, Range 35 East

Gas Title Transfer Meter Location: UL B C, Section 13, Township 24 South, Range 35 East

Pools

Pool Name	Pool Code
WC-025 G-09 S253502B; LWR BONE SPRIN	98185
WC-025 G-09 S253502D; UPR WOLFCAMP	98187

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Bone Spring NMNM 106340764	W/2 W/2	13-24S-35E
	W/2 W/2	24-24S-35E
PROPOSED CA Bone Spring NMNM 106340681	E/2 W/2	13-24S-35E
	E/2 W/2	24-24S-35E
PROPOSED CA Bone Spring BLM A	W/2 E/2	13-24S-35E
	W/2 E/2	24-24S-35E
PROPOSED CA Bone Spring BLM B	E/2 E/2	13-24S-35E
	E/2 E/2	24-24S-35E
PROPOSED CA Wolfcamp BLM A	W/2 W/2	13-24S-35E
	W/2 W/2	24-24S-35E
PROPOSED CA Wolfcamp BLM B	E/2 W/2	13-24S-35E
	E/2 W/2	24-24S-35E
PROPOSED CA Wolfcamp NMNM 106340675	W/2 E/2	13-24S-35E
	W/2 E/2	24-24S-35E
PROPOSED CA Wolfcamp NMNM 106340765	E/2 E/2	13-24S-35E
	E/2 E/2	24-24S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-52222	Cathy Bryce Federal Com #135H	W/2 W/2	13-24S-35E	98185
		W/2 W/2	24-24S-35E	
30-025-52223	Cathy Bryce Federal Com #136H	E/2 W/2	13-24S-35E	98185
		E/2 W/2	24-24S-35E	
30-025-52235	Cathy Bryce Federal Com #137H	W/2 E/2	13-24S-35E	98185
		W/2 E/2	24-24S-35E	
30-025-52236	Cathy Bryce Federal Com #138H	E/2 E/2	13-24S-35E	98185
		E/2 E/2	24-24S-35E	
30-025-52237	Cathy Bryce Federal Com #211H	W/2 W/2	13-24S-35E	98187
		W/2 W/2	24-24S-35E	

30-025-52241	Cathy Bryce Federal Com #221H	W/2 W/2 W/2 W/2	13-24S-35E 24-24S-35E	98187
30-025-52238	Cathy Bryce Federal Com #212H	E/2 W/2 E/2 W/2	13-24S-35E 24-24S-35E	98187
30-025-52242	Cathy Bryce Federal Com #222H	E/2 W/2 E/2 W/2	13-24S-35E 24-24S-35E	98187
30-025-52239	Cathy Bryce Federal Com #213H	W/2 E/2 W/2 E/2	13-24S-35E 24-24S-35E	98187
30-025-52240	Cathy Bryce Federal Com #214H	E/2 E/2 E/2 E/2	13-24S-35E 24-24S-35E	98187

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

CONDITIONS

Action 333513

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 333513
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	8/9/2024