

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
- A. Location - Spacing Unit - Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD
- B. Check one only for [ I ] or [ II ]
- [ I ] Commingling - Storage - Measurement  
 DHC    CTB    PLC    PC    OLS    OLM
- [ II ] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX    PMX    SWD    IPI    EOR    PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
- A.  Offset operators or lease holders  
 B.  Royalty, overriding royalty owners, revenue owners  
 C.  Application requires published notice  
 D.  Notification and/or concurrent approval by SLO  
 E.  Notification and/or concurrent approval by BLM  
 F.  Surface owner  
 G.  For all of the above, proof of notification or publication is attached, and/or,  
 H.  No notice required

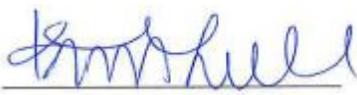
<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

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

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

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
Date

  
 \_\_\_\_\_  
 Signature

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

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



**Kaitlyn A. Luck**  
**Phone** (505) 954-7286  
**Fax** (505) 819-5579  
 kaluck@hollandhart.com

November 30, 2020

**VIA ONLINE FILING**

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

**Re: Application of Matador Production Company to authorize pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the Rodney Robinson South Tank Battery located in the SE/4 SE/4 (Unit P) of Section 7, Township 23 South, Range 33 East, NMPM, Lea County, New Mexico.**

Dear Ms. Sandoval:

Pursuant to 19.15.12.7 NMAC, individual spacing units are considered separate “leases” for surface commingling purposes. Accordingly, Matador Production Company (OGRID No. 228937) seeks administrative approval for pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the **Rodney Robinson South Tank Battery** of production from the (1) Pronghorn; Bone Spring (Pool Code 96228), and the (2) WC-025 G-09 S223332A; UPR WOLFCAMP (98177) pools from *all existing and future infill wells drilled in the following spacing units:*

(a) The 320-acre, more or less, spacing unit in the Bone Spring formation (Pronghorn; Bone Spring (Pool Code 96228)) underlying the W/2 E/2 of Sections 6 and 7. The spacing unit is currently dedicated to the **Rodney Robinson Fed Com 103H well** (API No. 30-025-47088), the **Rodney Robinson Fed Com 113H well** (API No. 30-025-47346), the **Rodney Robinson Fed Com 123H well** (API No. 30-025-47348), and the **Rodney Robinson Fed Com 133H well** (API No. 30-025-47350);

(b) The 320-acre, more or less, spacing unit in the Bone Spring formation (Pronghorn; Bone Spring (Pool Code 96228)) underlying the E/2 E/2 of Sections 6 and 7. The spacing unit is currently dedicated to the **Rodney Robinson Fed Com 108H well** (API No. 30-025-47089), the **Rodney Robinson Fed Com 114H well** (API No. 30-025-47347), the **Rodney Robinson Fed Com 124H well** (API No. 30-025-47349), and the **Rodney Robinson Fed Com 134H well** (API No. 30-025-47489);



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(c) The 320-acre, more or less, spacing unit in the Wolfcamp formation (WC-025 G-09 S223332A; UPR WOLFCAMP (98177)) underlying the W/2 E/2 of Sections 6 and 7. The spacing unit is currently dedicated to the **Rodney Robinson Fed Com 203H well** (API No. 30-025-47351), and the **Rodney Robinson Fed Com 217H well** (API No. 30-025-47439);

(d) The 320-acre, more or less, spacing unit in the Wolfcamp formation (WC-025 G-09 S223332A; UPR WOLFCAMP (98177)) underlying the E/2 E/2 of Sections 6 and 7. The spacing unit is currently dedicated to the **Rodney Robinson Fed Com 204H well** (API No. 30-025-47352), and the **Rodney Robinson Fed Com 218H well** (API No. 30-025-47353);and

(e) Pursuant to 19.15.12.10.C(4)(g), any *spacing units connected to this central tank battery*, with notice provided only to the interest owners in the additional spacing units.

Oil and gas production from these spacing units will be commingled and sold at the **Rodney Robinson South Tank Battery** located in the SE/4 SE/4 (Unit P) of Section 7. Prior to commingling, gas production from each spacing unit will be separately metered using individual test separators with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each spacing unit will also be separately metered using turbine meters.

**Exhibit 1** is a land plat showing Matador's current development plan, flow lines, and central tank battery ("production facility") in the subject area. The plat identifies the wellbores, the existing spacing units, and the common surface facilities located in the SE/4 SE/4 (Unit P) of Section 7.

**Exhibit 2** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units. These wells are not yet producing.

**Exhibit 3** is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Ryan Hernandez, Production Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (attachment A to the statement) and a referenced gas sample (attachment B to the statement).

Ownership is diverse between the above-described spacing units. **Exhibit 4** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has also been provided to the Bureau of Land Management because federal lands are involved.



November 30, 2020  
Page 3

Finally, the communitization agreements for these wells are attached as **Exhibit 5**.

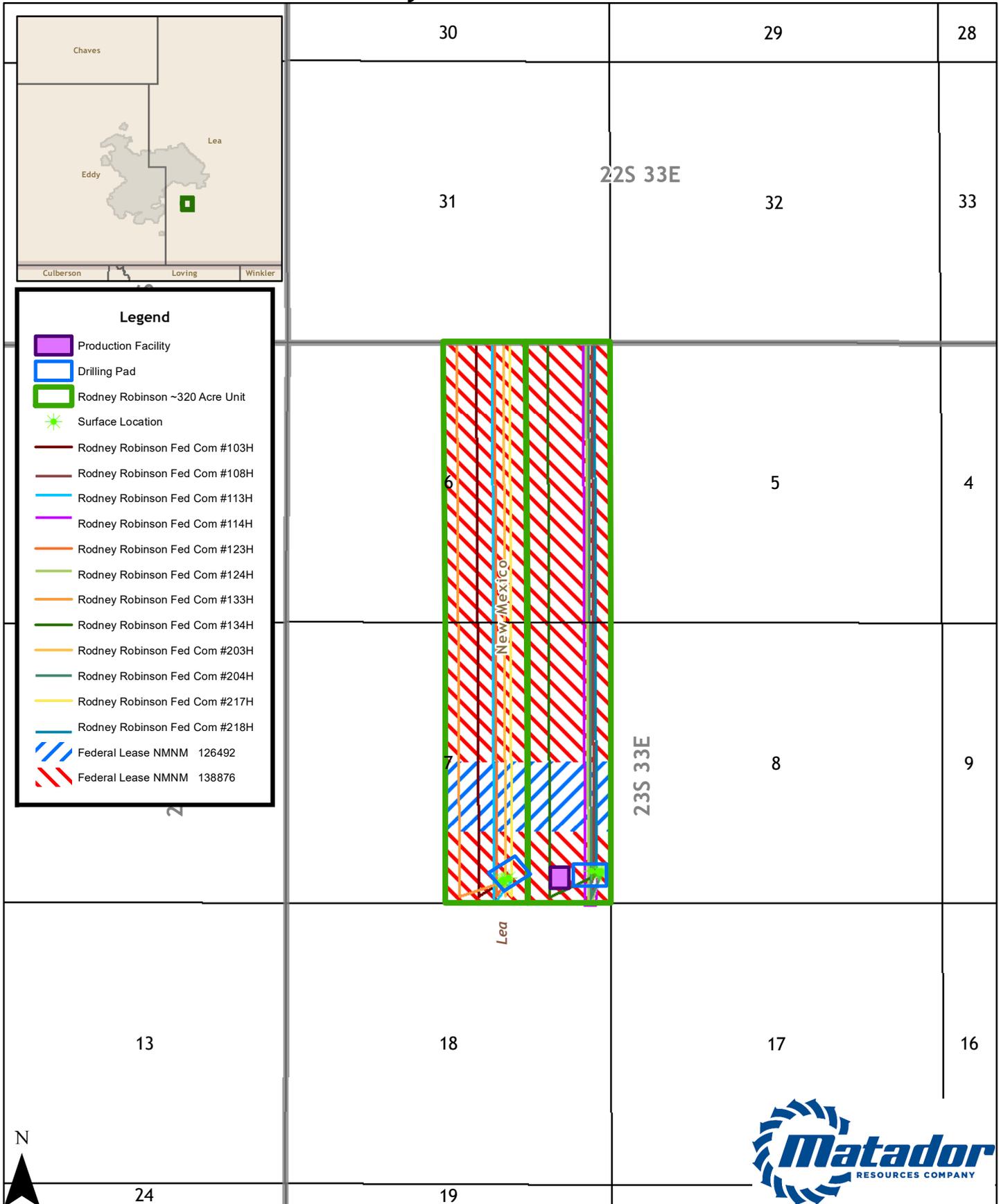
Thank you for your attention to this matter and please feel free to call if you have any questions or require additional information.

Sincerely,

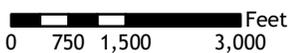
A handwritten signature in blue ink, appearing to read "Kaitlyn Luck", written over a horizontal line.

Kaitlyn A. Luck  
**ATTORNEY FOR MATADOR PRODUCTION  
COMPANY**

# Rodney Robinson Land Plat



Southeast New Mexico



## EXHIBIT 1

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

**EXHIBIT 2**

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate  
 District Office

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

**OCD - HOBBS**  
**04/09/2020**  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47088</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>103H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3718'</b>

<sup>10</sup>Surface Location

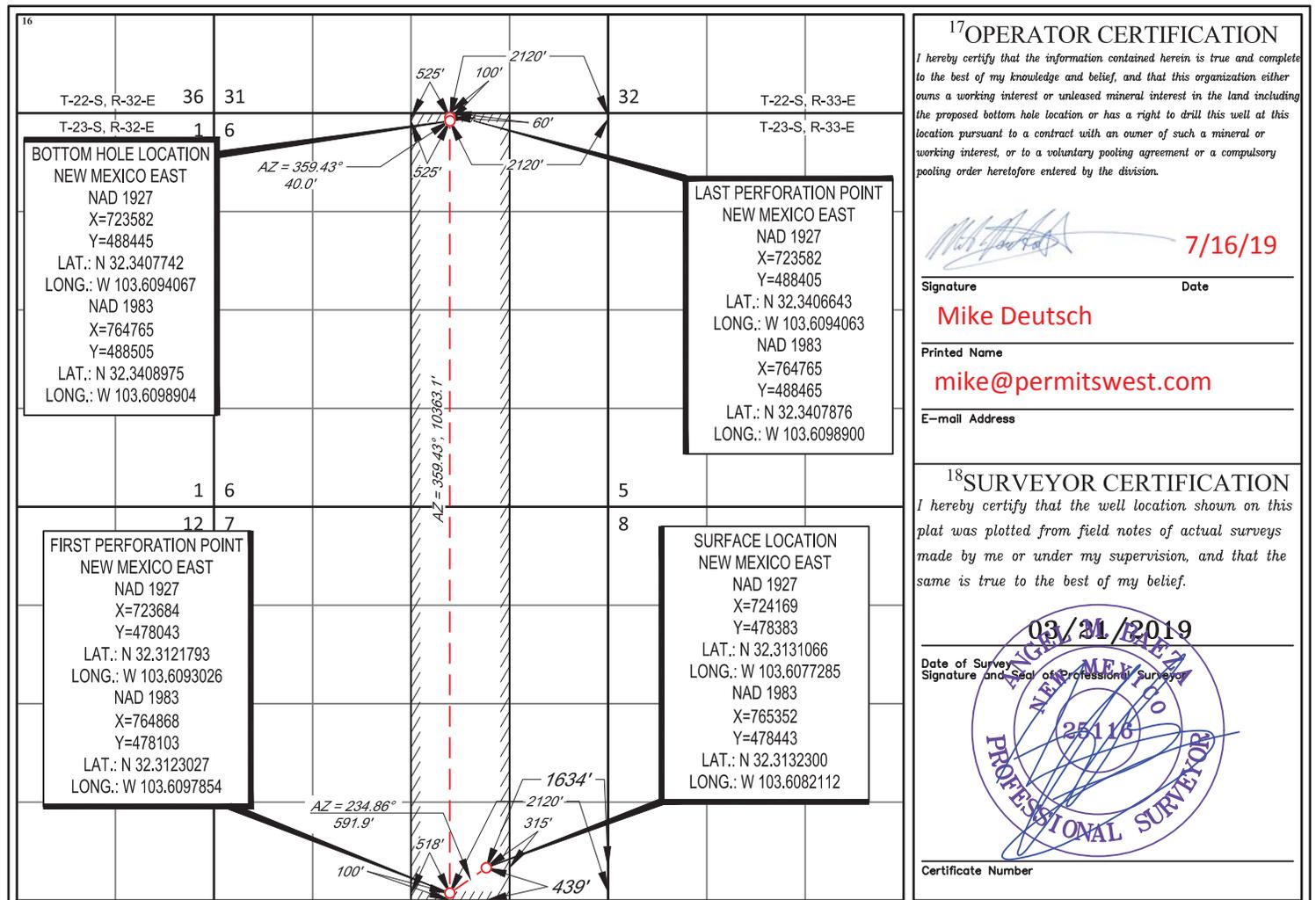
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	439'	SOUTH	1634'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	2120'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
--	-------------------------------	--	-------------------------

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



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

FORM C-102

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47089</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>108H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3718'</b>

<sup>10</sup>Surface Location

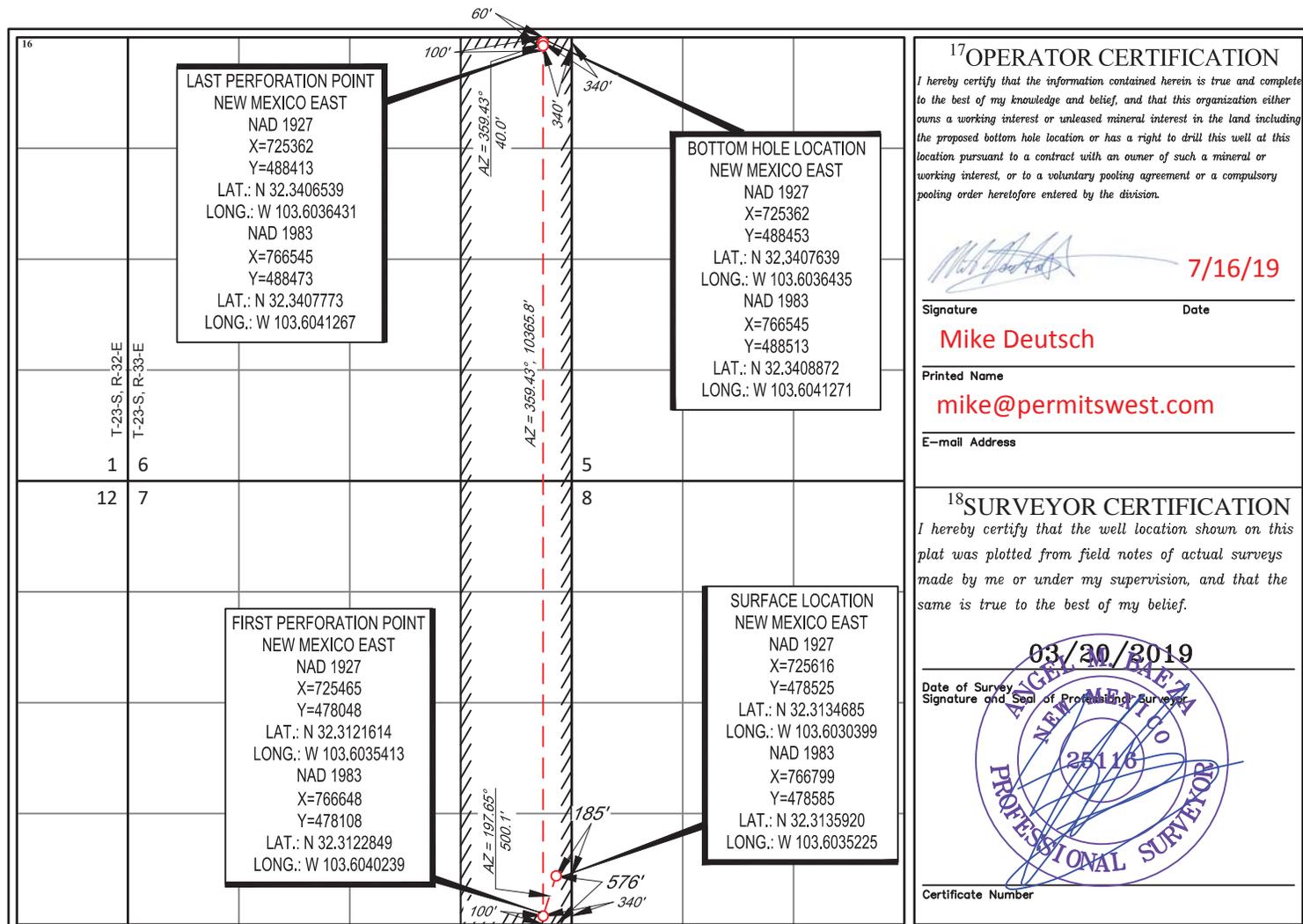
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	23-S	33-E	-	576'	SOUTH	185'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	23-S	33-E	-	60'	NORTH	340'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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**17 OPERATOR CERTIFICATION**  
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

*Mike Deutsch* **7/16/19**  
Signature Date

**Mike Deutsch**  
Printed Name

**mike@permitswest.com**  
E-mail Address

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

**03/20/2019**  
Date of Survey

*ANGEL M. BAER*  
Signature and Seal of Professional Surveyor

**25116**  
Certificate Number

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**06/22/2020**  
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47346</b>		<sup>2</sup> Pool Code <b>96228</b>	<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>
<sup>4</sup> Property Code <b>328112</b>	<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>		<sup>6</sup> Well Number <b>113H</b>
<sup>7</sup> OGRID No. <b>228937</b>	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>		<sup>9</sup> Elevation <b>3717'</b>

<sup>10</sup>Surface Location

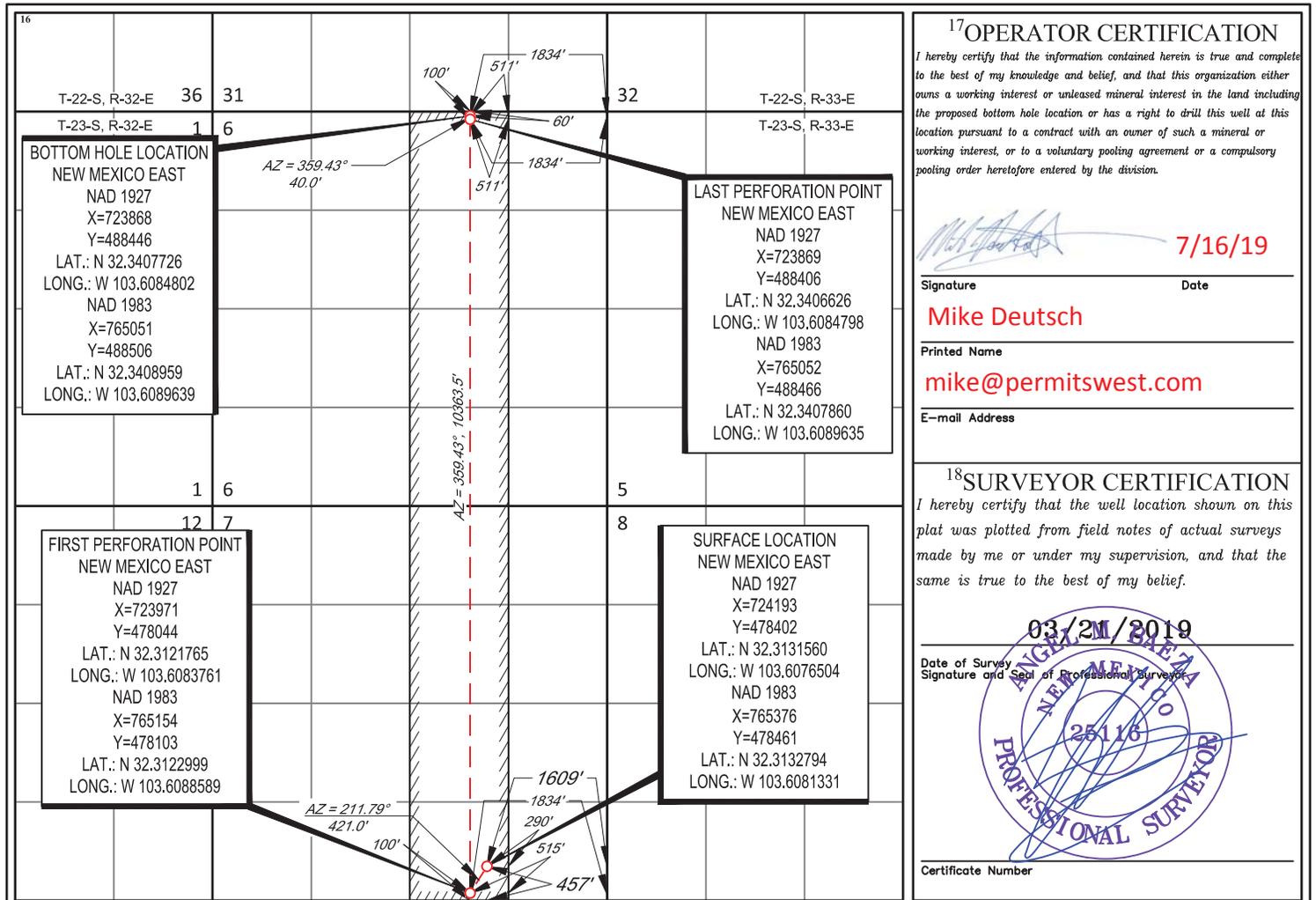
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	457'	SOUTH	1609'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	1834'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47347</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>114H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3719'</b>

<sup>10</sup>Surface Location

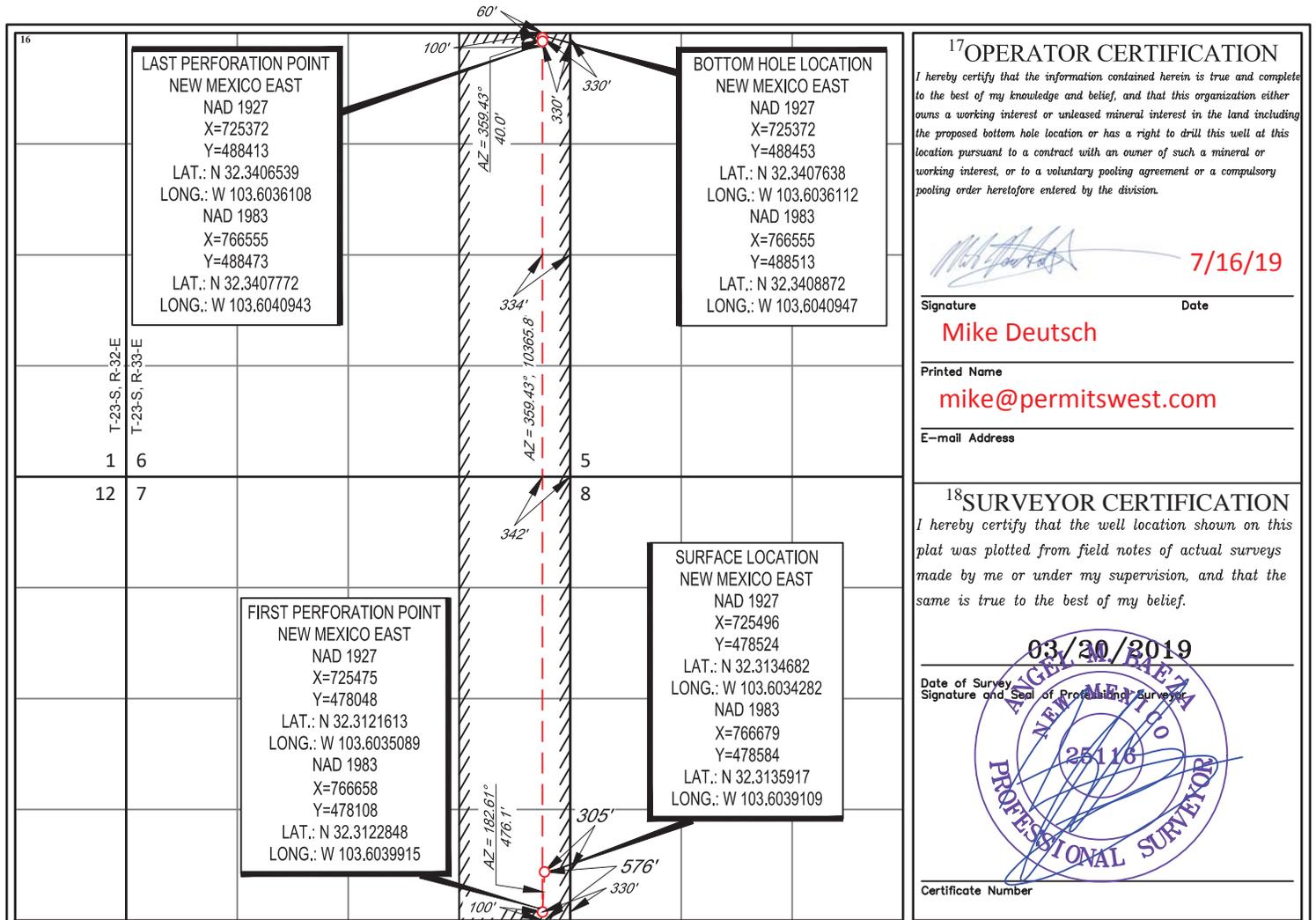
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	23-S	33-E	-	576'	SOUTH	305'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	23-S	33-E	-	60'	NORTH	330'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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<sup>17</sup>OPERATOR CERTIFICATION  
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*Mike Deutsch* **7/16/19**  
Signature Date

**Mike Deutsch**  
Printed Name

**mike@permitswest.com**  
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Signature and Seal of Professional Surveyor

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47348</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>123H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3718'</b>

<sup>10</sup>Surface Location

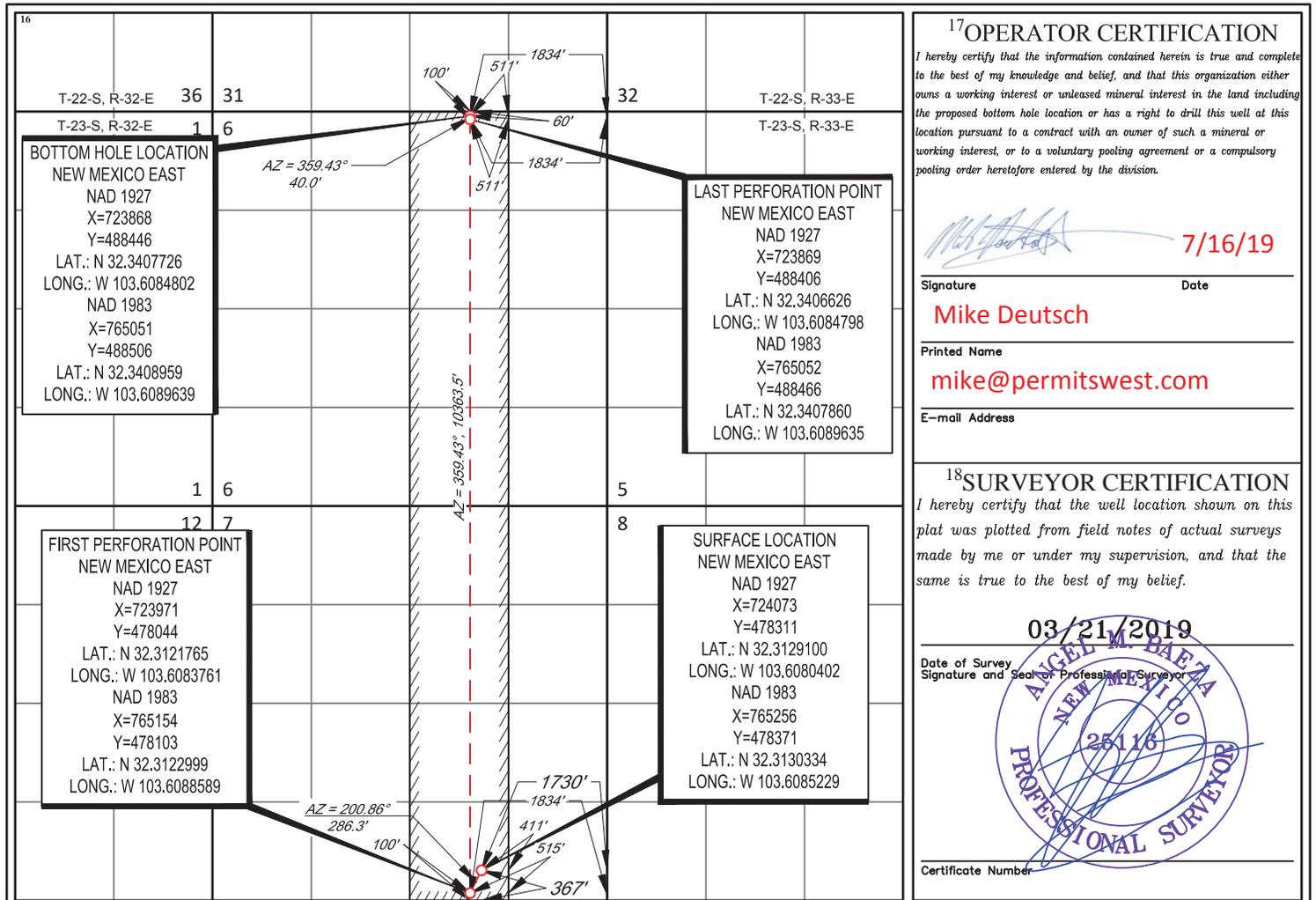
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	367'	SOUTH	1730'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	1834'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47349</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>124H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3717'</b>

<sup>10</sup>Surface Location

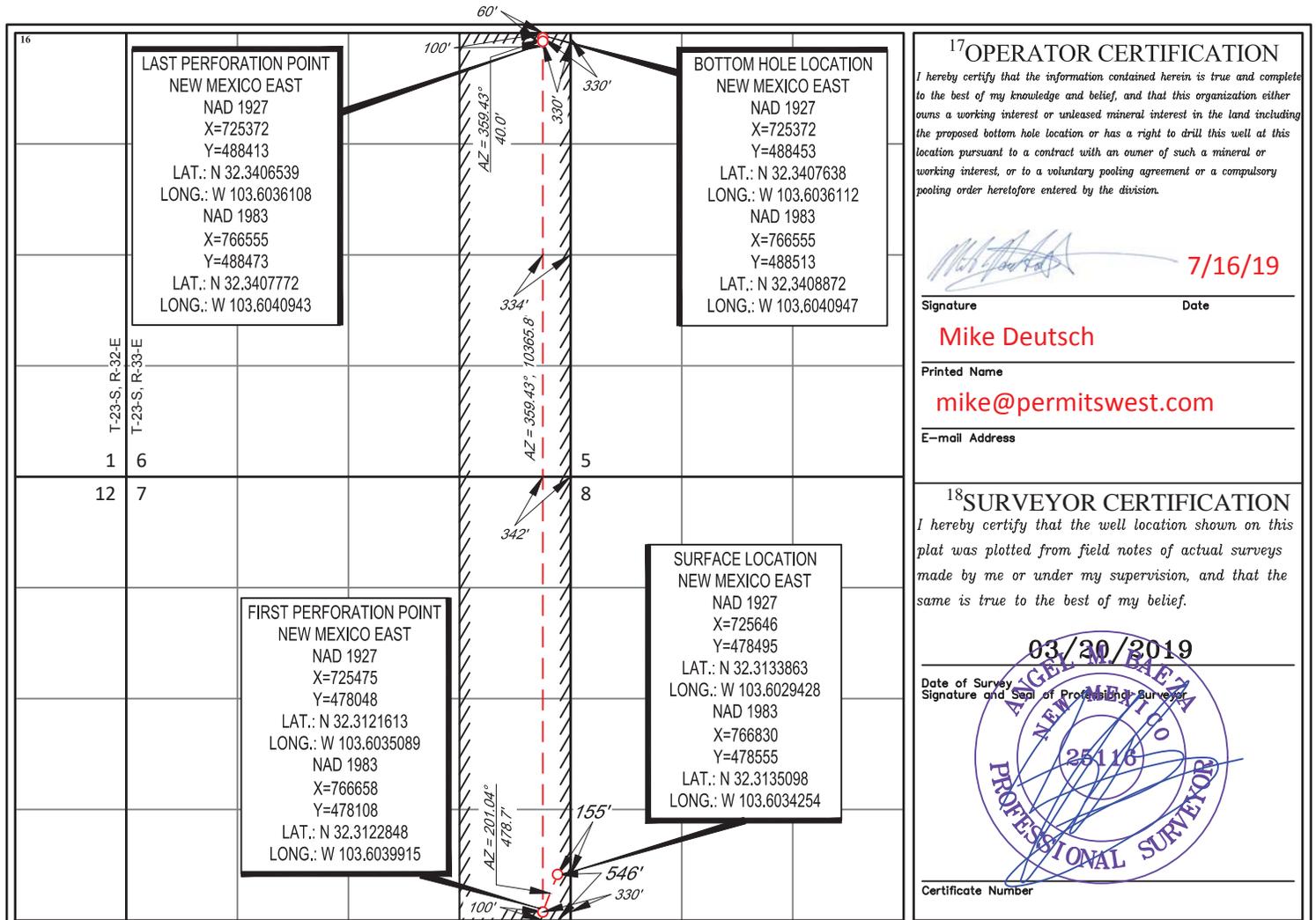
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	23-S	33-E	-	546'	SOUTH	155'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	23-S	33-E	-	60'	NORTH	330'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> 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.



<sup>17</sup>OPERATOR CERTIFICATION

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

*Mike Deutsch* **7/16/19**

Signature Date

**Mike Deutsch**

Printed Name

**mike@permitswest.com**

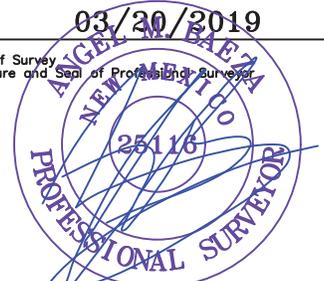
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

**03/20/2019**

Date of Survey Signature and Seal of Professional Surveyor



Certificate Number

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District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate  
District Office

**OCB - HOBBS**  
**06/22/2020**  
**RECEIVED**

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47350</b>		<sup>2</sup> Pool Code <b>96228</b>		<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>133H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3717'</b>

<sup>10</sup>Surface Location

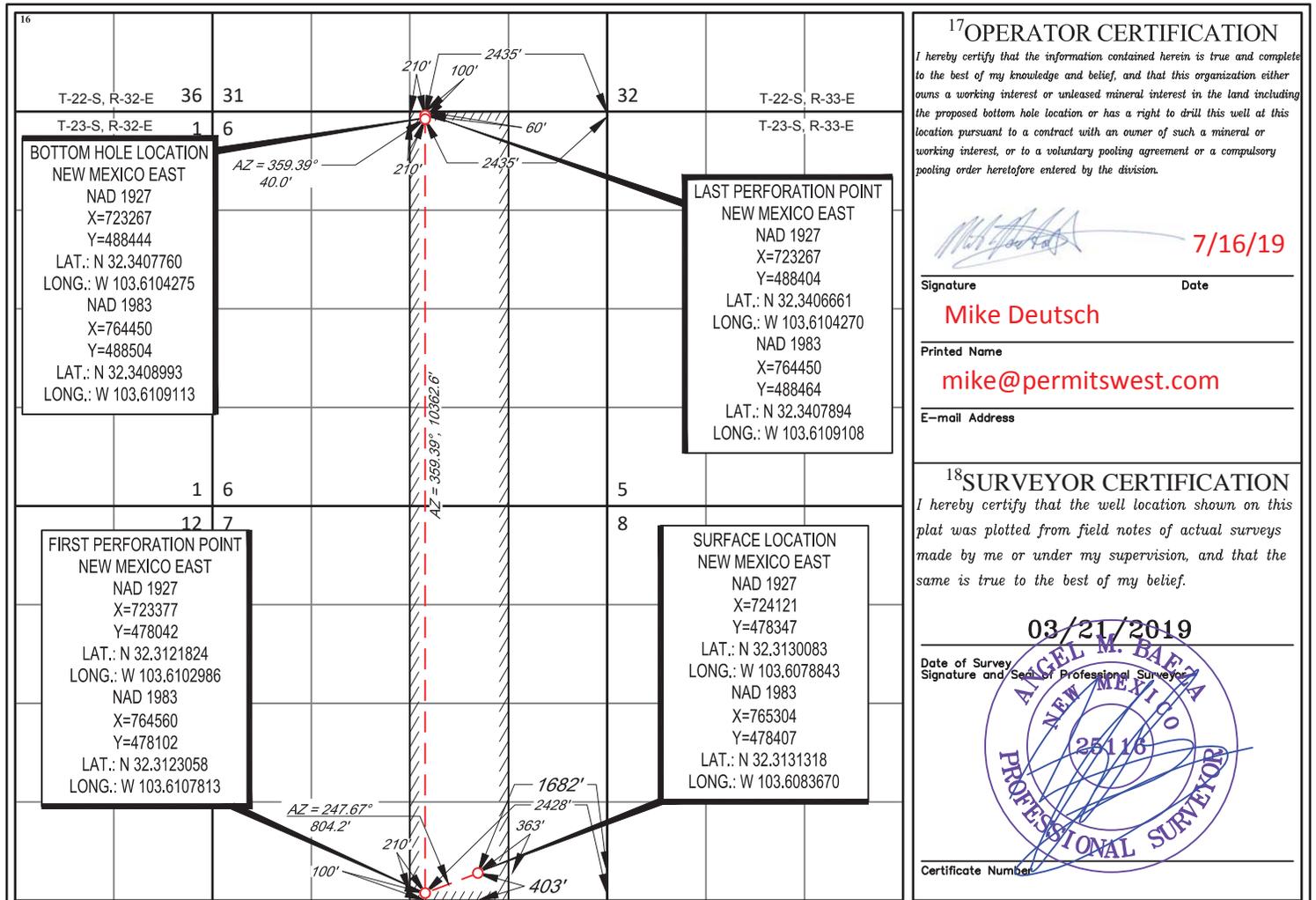
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	403'	SOUTH	1682'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	2435'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
--	-------------------------------	--	-------------------------

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FORM C-102

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**07/23/2020**  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025-47489</b>	<sup>2</sup> Pool Code <b>96228</b>	<sup>3</sup> Pool Name <b>PRONGHORN; BONE SPRING</b>
<sup>4</sup> Property Code <b>328112</b>	<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>	
<sup>7</sup> OGRID No. <b>228937</b>	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>6</sup> Well Number <b>134H</b>
		<sup>9</sup> Elevation <b>3718'</b>

<sup>10</sup>Surface Location

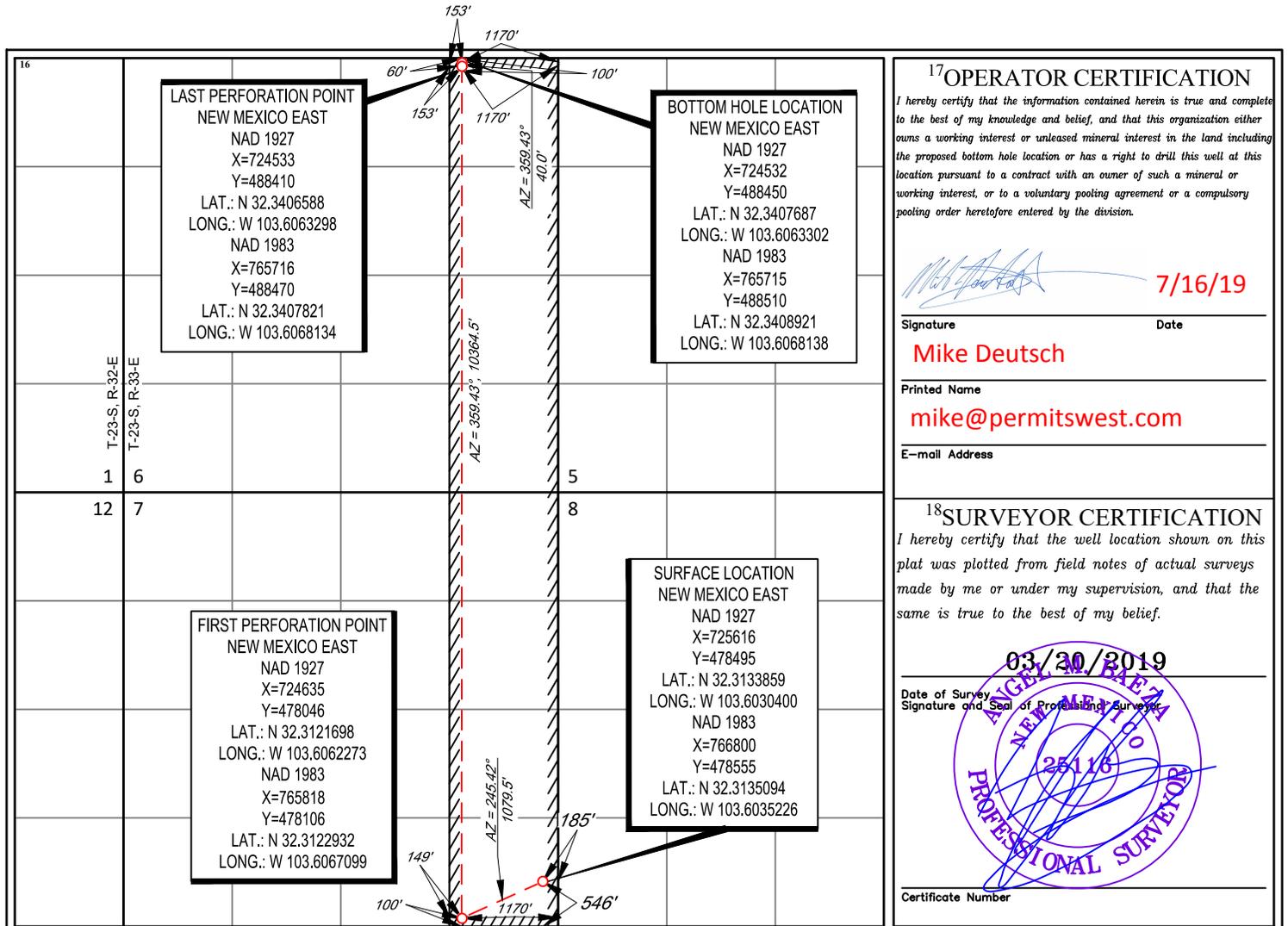
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>7</b>	<b>23-S</b>	<b>33-E</b>	<b>-</b>	<b>546'</b>	<b>SOUTH</b>	<b>185'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>1</b>	<b>6</b>	<b>23-S</b>	<b>33-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>1170'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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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

District Office

**OCD - HOBBS**  
**06/22/2020**  
**RECEIVED**

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025- 47351</b>		<sup>2</sup> Pool Code <b>98177</b>		<sup>3</sup> Pool Name <b>WC-025 G-09 S223332A; UPR WOLFCAMP</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>203H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3717'</b>

<sup>10</sup>Surface Location

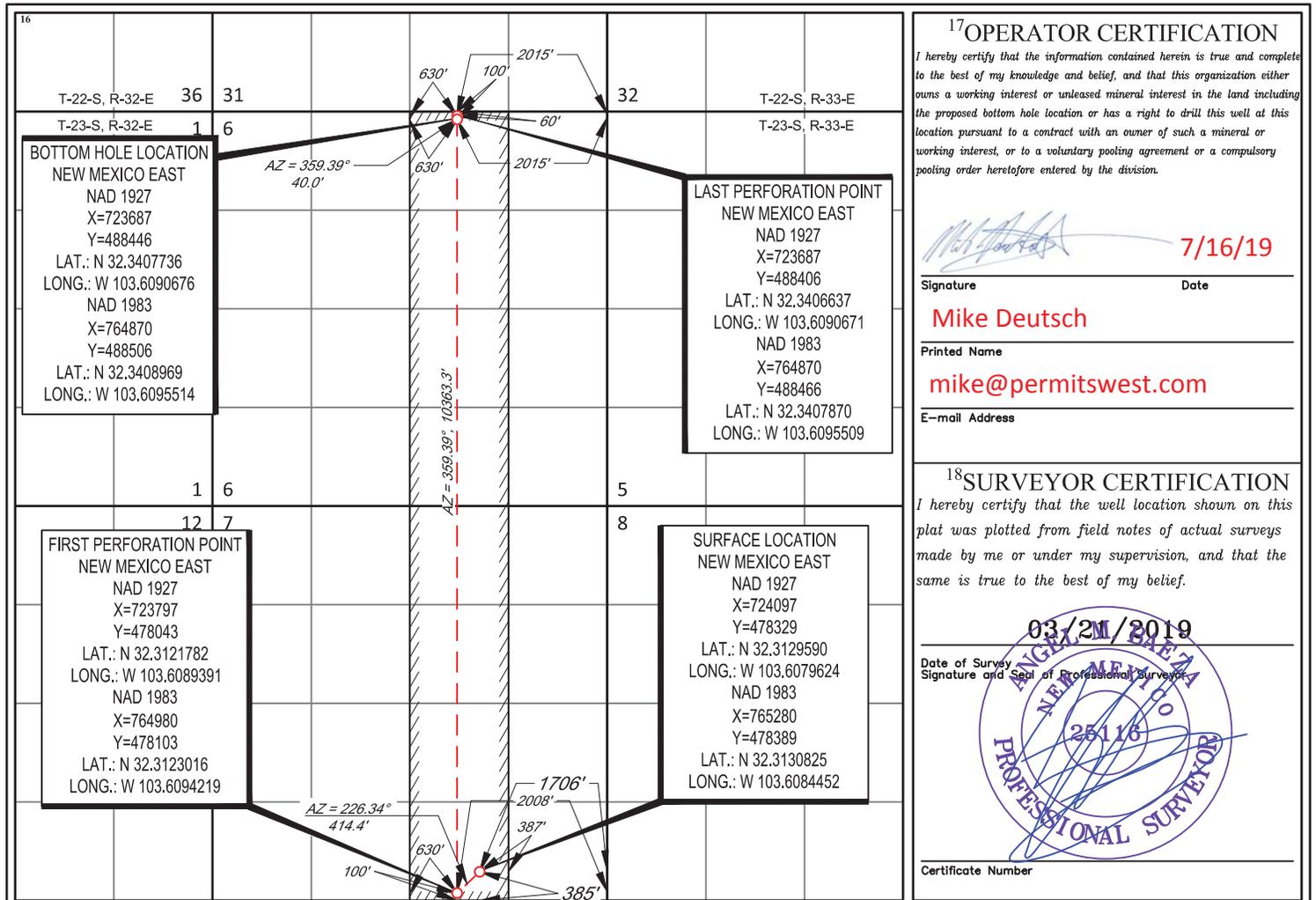
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	385'	SOUTH	1706'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	2015'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
--	-------------------------------	--	-------------------------

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

*[Signature]* **7/16/19**  
Signature Date  
**Mike Deutsch**  
Printed Name  
**mike@permitswest.com**  
E-mail Address

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

**03/21/2019**  
Date of Survey  
*[Signature]*  
Signature and Seal of Professional Surveyor  
**ANGELA BAEZA**  
**25116**  
PROFESSIONAL SURVEYOR  
Certificate Number

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State of New Mexico  
Energy, Minerals & Natural Resources  
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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

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**06/22/2020**  
**RECEIVED**

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47352</b>		<sup>2</sup> Pool Code <b>98177</b>		<sup>3</sup> Pool Name <b>WC-025 G-09 S223332A; UPR WOLFCAMP</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>204H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3719'</b>

<sup>10</sup>Surface Location

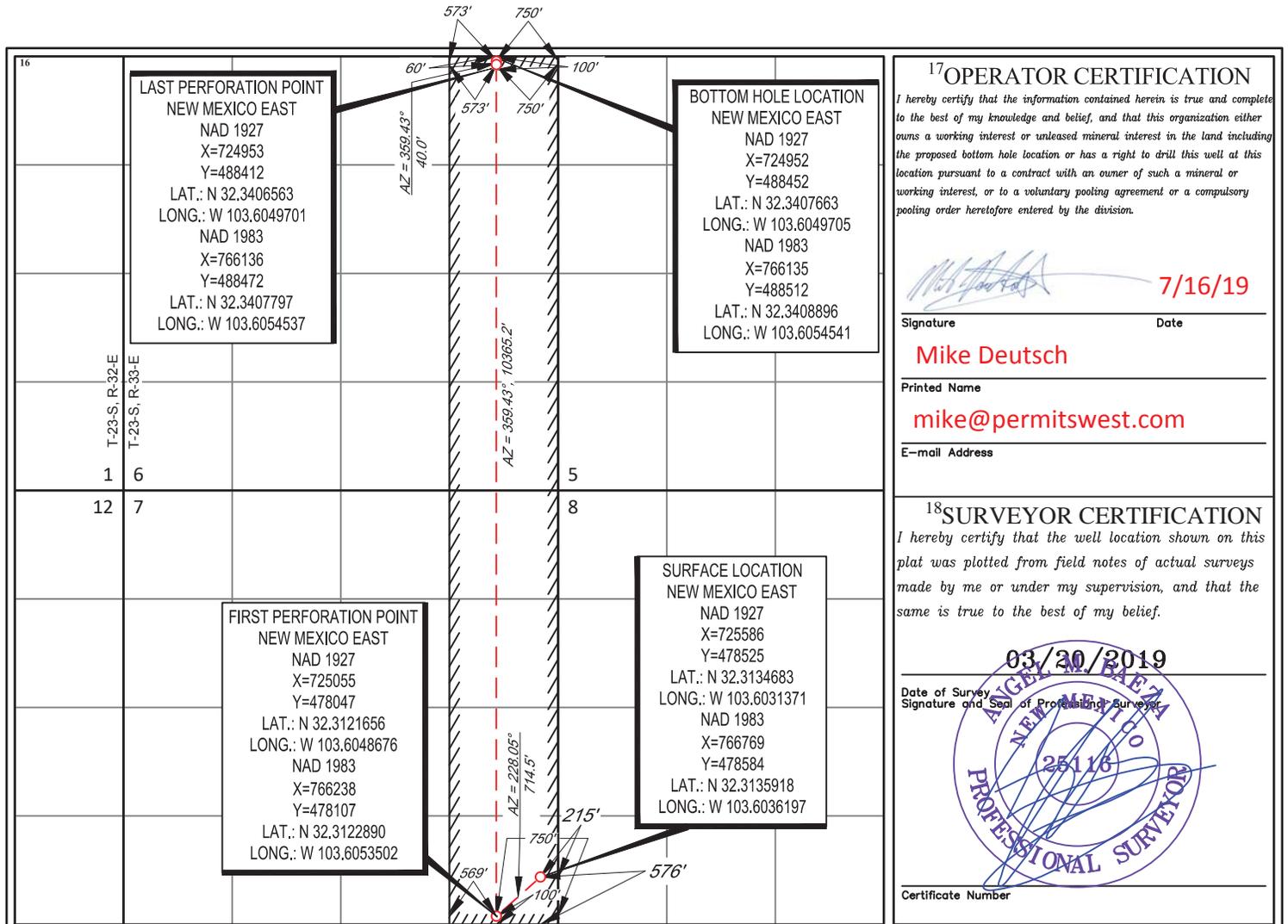
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	23-S	33-E	-	576'	SOUTH	215'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	23-S	33-E	-	60'	NORTH	750'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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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  
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47439</b>		<sup>2</sup> Pool Code <b>98177</b>		<sup>3</sup> Pool Name <b>WC-025 G-09 S223332A; UPR WOLFCAMP</b>	
<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>217H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3718'</b>

<sup>10</sup>Surface Location

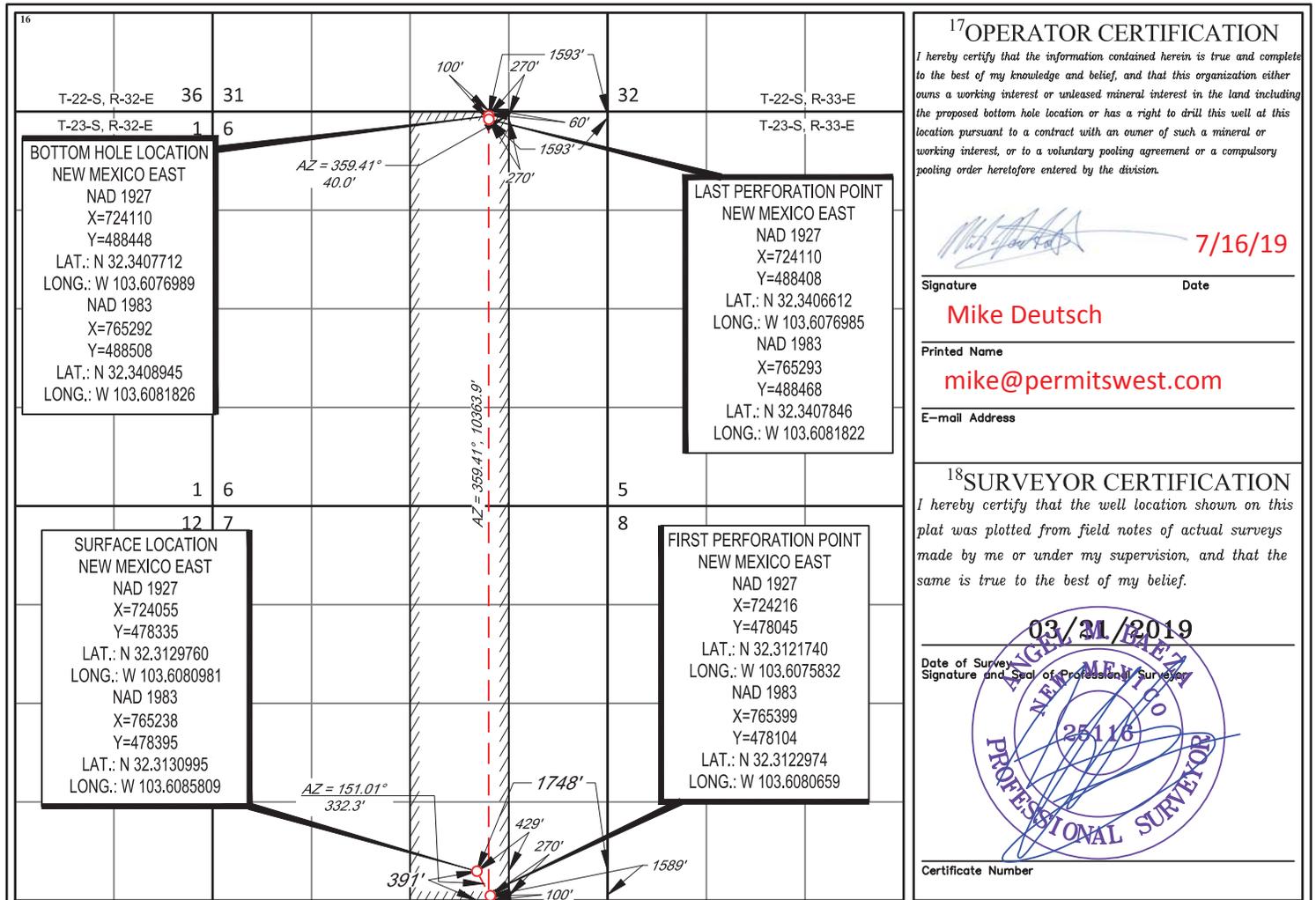
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	7	23-S	33-E	-	391'	SOUTH	1748'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
2	6	23-S	33-E	-	60'	NORTH	1593'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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FORM C-102

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**OCD - HOBBS**  
**06/22/2020**  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

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<sup>4</sup> Property Code <b>328112</b>		<sup>5</sup> Property Name <b>RODNEY ROBINSON FED COM</b>			<sup>6</sup> Well Number <b>218H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3717'</b>

<sup>10</sup>Surface Location

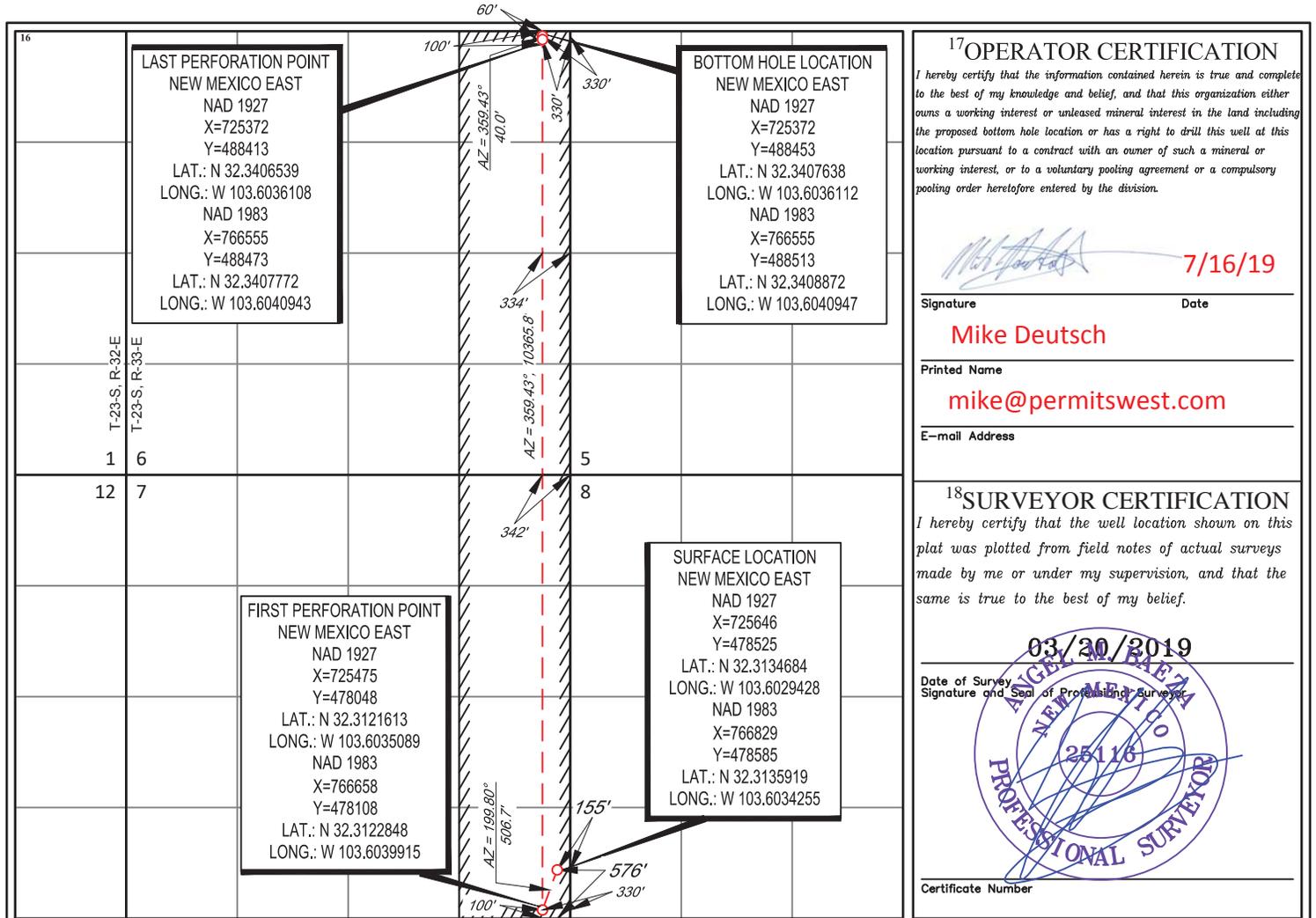
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	7	23-S	33-E	-	576'	SOUTH	155'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	6	23-S	33-E	-	60'	NORTH	330'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320.03</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> Order No.
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*Mike Deutsch* 7/16/19

Signature Date

Mike Deutsch

Printed Name

mike@permitswest.com

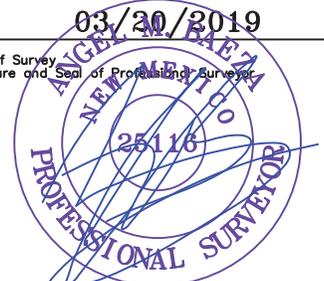
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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03/20/2019

Date of Survey Signature and Seal of Professional Surveyor



Certificate Number

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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
Pronghorn; Bone Spring (96228)	43.5°	44.3° oil 1301 BTU/CF	\$37.07/bbl oil \$1.10/mcf	16,000 bopd
Pronghorn; Bone Spring (96228)	1290 BTU/CF			29,000 mcf
WC-025 G-09 S223332A; Upr Wolfcamp (98177)	45.6°			8,000 bopd
WC-025 G-09 S223332A; Upr Wolfcamp (98177)	1332 BTU/CF			18,000 mcf

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

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

(1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE:  TITLE: Production Engineer DATE: 9-29-20

TYPE OR PRINT NAME Ryan Hernandez TELEPHONE NO.: (972) 619-1276

E-MAIL ADDRESS: rhernandez@matadorresources.com

# Matador Production Company

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

Voice 972.371.5427 • Fax 972.371.5201

[rhernandez@matadorresources.com](mailto:rhernandez@matadorresources.com)

---

**Ryan Hernandez**  
Production Engineer

September 29, 2020

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 (Lease and Pool commingle) Production from the Spacing Units Comprised of the E/2 of Section 6 and the E/2 of Section 7, Township 23 South, Range 33 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 twelve 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 Lucid Energy Delaware, 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 Laboratory 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. Lucid Energy Delaware, 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 'Ryan Hernandez', with a stylized flourish at the end.

Ryan Hernandez  
Production Engineer

RH/bkf



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

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

**Sample:** Rodney Robinson Federal No. 201H  
 First Stage Separator  
 Spot Gas Sample @ 312 psig & 119 °F

Date Sampled: 04/13/2020

Job Number: 201726.001

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.741	
Carbon Dioxide	0.095	
Methane	75.304	
Ethane	12.606	3.452
Propane	5.942	1.676
Isobutane	0.740	0.248
n-Butane	1.718	0.555
2-2 Dimethylpropane	0.007	0.003
Isopentane	0.370	0.139
n-Pentane	0.399	0.148
Hexanes	0.326	0.137
Heptanes Plus	<u>0.752</u>	<u>0.310</u>
Totals	100.000	6.668

**Computed Real Characteristics Of Heptanes Plus:**

Specific Gravity ----- 3.391 (Air=1)  
 Molecular Weight ----- 97.83  
 Gross Heating Value ----- 5105 BTU/CF

**Computed Real Characteristics Of Total Sample:**

Specific Gravity ----- 0.764 (Air=1)  
 Compressibility (Z) ----- 0.9960  
 Molecular Weight ----- 22.03  
 Gross Heating Value  
 Dry Basis ----- 1332 BTU/CF  
 Saturated Basis ----- 1309 BTU/CF

\*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)  
 Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (24) D. Field  
 Analyst: RG  
 Processor: RG  
 Cylinder ID: T-3713

Certified: FESCO, Ltd. - Alice, Texas

David Dannhaus 361-661-7015

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

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	1.741		2.214
Carbon Dioxide	0.095		0.190
Methane	75.304		54.847
Ethane	12.606	3.452	17.210
Propane	5.942	1.676	11.896
Isobutane	0.740	0.248	1.953
n-Butane	1.718	0.555	4.534
2,2 Dimethylpropane	0.007	0.003	0.023
Isopentane	0.370	0.139	1.212
n-Pentane	0.399	0.148	1.307
2,2 Dimethylbutane	0.004	0.002	0.016
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.033	0.014	0.129
2 Methylpentane	0.101	0.043	0.395
3 Methylpentane	0.053	0.022	0.207
n-Hexane	0.135	0.057	0.528
Methylcyclopentane	0.064	0.023	0.245
Benzene	0.060	0.017	0.213
Cyclohexane	0.142	0.049	0.542
2-Methylhexane	0.018	0.009	0.082
3-Methylhexane	0.021	0.010	0.096
2,2,4 Trimethylpentane	0.000	0.000	0.000
Other C7's	0.052	0.023	0.234
n-Heptane	0.047	0.022	0.214
Methylcyclohexane	0.103	0.042	0.459
Toluene	0.056	0.019	0.234
Other C8's	0.066	0.031	0.330
n-Octane	0.024	0.013	0.124
Ethylbenzene	0.004	0.002	0.019
M & P Xylenes	0.017	0.007	0.082
O-Xylene	0.004	0.002	0.019
Other C9's	0.038	0.020	0.218
n-Nonane	0.009	0.005	0.052
Other C10's	0.019	0.011	0.122
n-Decane	0.004	0.003	0.026
Undecanes (11)	<u>0.004</u>	<u>0.003</u>	<u>0.028</u>
Totals	100.000	6.668	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.764	(Air=1)
Compressibility (Z) -----	0.9960	
Molecular Weight -----	22.03	
Gross Heating Value		
Dry Basis -----	1332	BTU/CF
Saturated Basis -----	1309	BTU/CF

**FESCO, Ltd.**

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

**Sample:** Rodney Robinson Federal No. 201H  
 First Stage Separator  
 Spot Gas Sample @ 312 psig & 119 °F

Date Sampled: 04/13/2020

Job Number: 201726.001

**GLYCALC FORMAT**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>	<b>Wt %</b>
Carbon Dioxide	0.095		0.190
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.741		2.214
Methane	75.304		54.847
Ethane	12.606	3.452	17.210
Propane	5.942	1.676	11.896
Isobutane	0.740	0.248	1.953
n-Butane	1.725	0.557	4.557
Isopentane	0.370	0.139	1.212
n-Pentane	0.399	0.148	1.307
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.135	0.057	0.528
Cyclohexane	0.142	0.049	0.542
Other C6's	0.191	0.081	0.747
Heptanes	0.202	0.086	0.871
Methylcyclohexane	0.103	0.042	0.459
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.060	0.017	0.213
Toluene	0.056	0.019	0.234
Ethylbenzene	0.004	0.002	0.019
Xylenes	0.021	0.008	0.101
Octanes Plus	<u>0.164</u>	<u>0.086</u>	<u>0.900</u>
Totals	100.000	6.668	100.000

**Real Characteristics Of Octanes Plus:**

Specific Gravity -----	4.195	(Air=1)
Molecular Weight -----	121.01	
Gross Heating Value -----	6429	BTU/CF

**Real Characteristics Of Total Sample:**

Specific Gravity -----	0.764	(Air=1)
Compressibility (Z) -----	0.9960	
Molecular Weight -----	22.03	
Gross Heating Value		
Dry Basis -----	1332	BTU/CF
Saturated Basis -----	1309	BTU/CF

Name	Street	City	State	Zip
MRC Permian Company	5400 LBJ Fwy., Ste. 1500	Dallas	Texas	75240
EOG Resources	105 S. 4th Street	Artesia	New Mexico	88210
EOG Y Resources, Inc	105 S. 4th Street	Artesia	New Mexico	88220
EOG A Resources, Inc	105 S. 4th Street	Artesia	New Mexico	88220
EOG M Resources, Inc.	105 S. 4th Street	Artesia	New Mexico	88220
United States of America (BLM)	620 E Greene St.	Carlsbad	New Mexico	88220

**EXHIBIT 4**

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 2<sup>nd</sup> day of April, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2E2 of Section 6 & the E2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Containing **320.05** acres, and this agreement shall include only the Bone Spring underlying said lands and the crude oil and associated natural 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

Rodney Robinson Federal Com  
Bone Spring  
E2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

**EXHIBIT 5**

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.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

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 April 4, 2020, 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

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

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

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT

STATE OF TEXAS )

COUNTY OF DALLAS )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF DALLAS)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF DALLAS )

Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

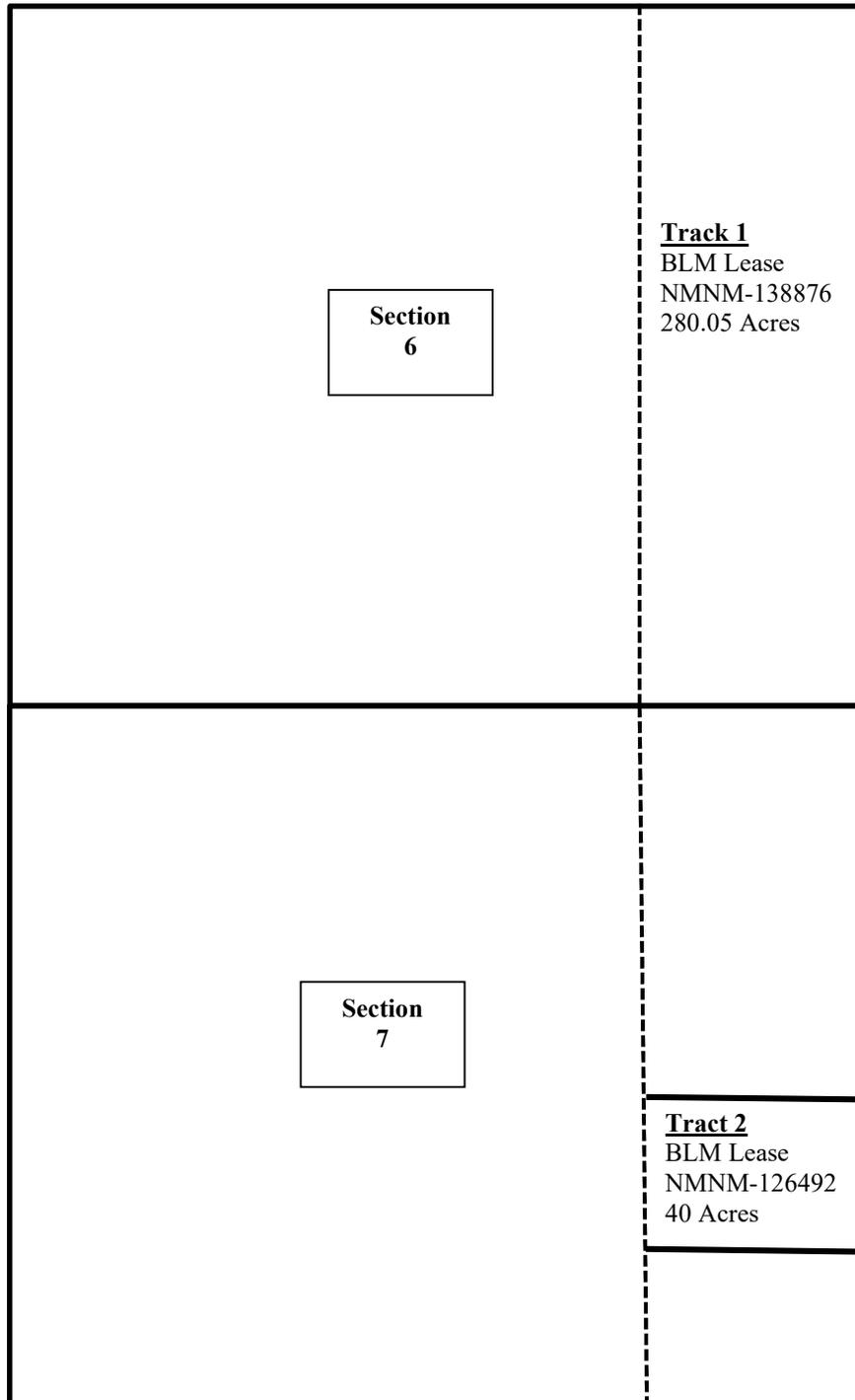
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

Plat of communitized area covering **320.05** acres in E2E2 of Section 6 and the E2E2 of Section 7,  
Township 23 South, Range 28 East, Eddy County, New Mexico.

Rodney Robinson #108H, #114H, #124H & #134H



Rodney Robinson Federal Com  
Bone Spring  
E2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

**EXHIBIT “B”**

To Communitization Agreement Dated April 2, 2020 embracing the following described land in E2E2 of Section 6 and the E2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138876

Description of Land Committed: Township 23 South, Range 33 East,  
Section 6: E2E2 & Section 7: E/2NE/4 & SE/4SE/4

Number of Acres: 280.05

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

Tract No. 2

Lease Serial Number: NMNM-126492

Description of Land Committed: Township 23 South, Range 33 east,  
Section 7: NE/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: EOG Resources, Inc. (Compulsory Pooled)

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.05	87.5%
2	40.00	12.5%
Total	320.05	100.0000%

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 2<sup>nd</sup> day of April, 2020, 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 of Section 6 & the W2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Containing **320.04** acres, and this agreement shall include only the Bone Spring underlying said lands and the crude oil and associated natural 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

Rodney Robinson Federal Com  
Bone Spring  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

- 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.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

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 April 4, 2020, 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

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

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

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT

STATE OF TEXAS )

COUNTY OF DALLAS )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF DALLAS)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Rodney Robinson Federal Com  
Bone Spring  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

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

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF DALLAS )

Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

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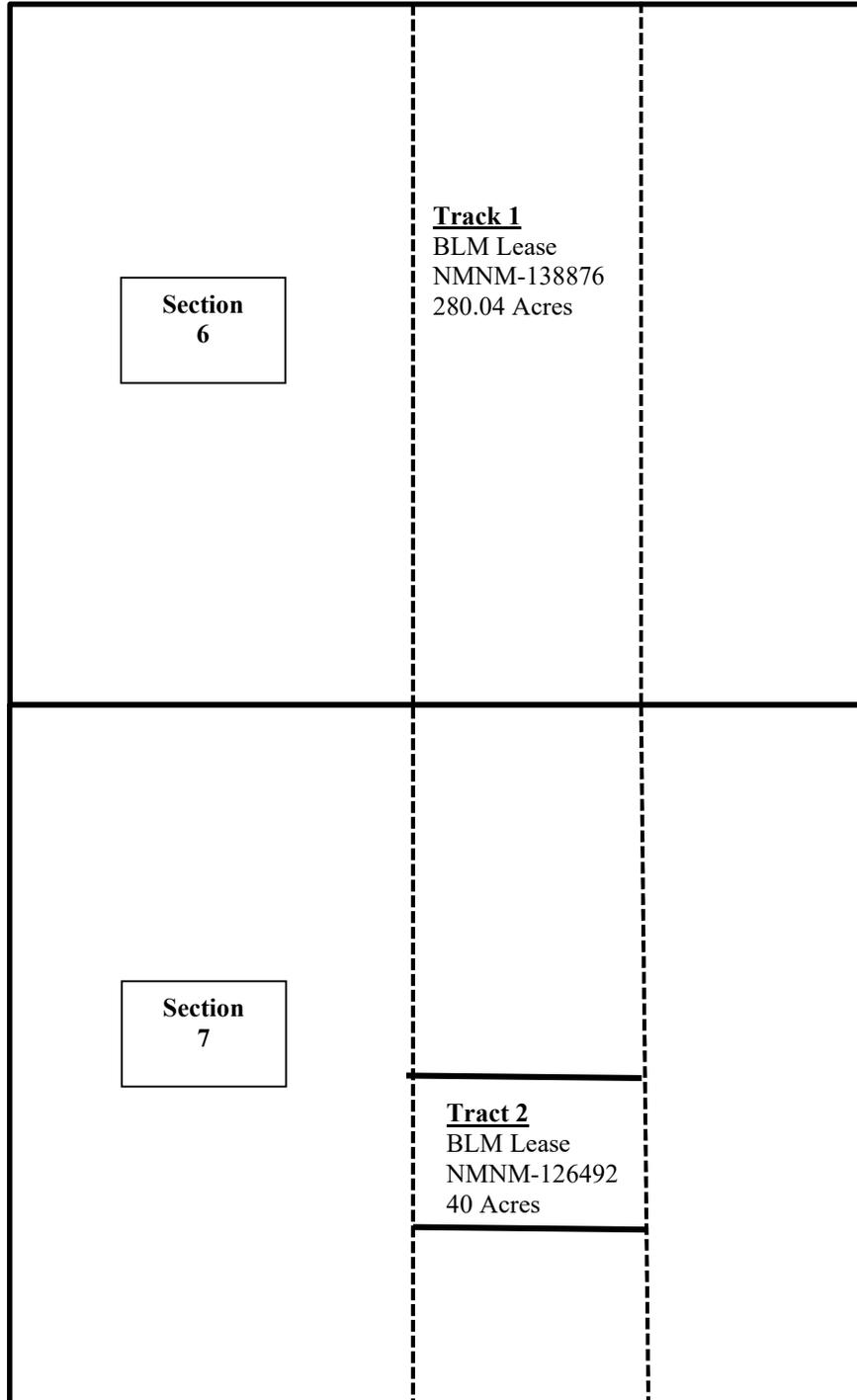
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

Plat of communitized area covering **320.04** acres in W2E2 of Section 6 and the W2E2 of Section 7, Township 23 South, Range 28 East, Eddy County, New Mexico.

Rodney Robinson Fed Com #103H, #113H, #123H & #133H



Rodney Robinson Federal Com  
Bone Spring  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

### EXHIBIT "B"

To Communitization Agreement Dated April 2, 2020 embracing the following described land in W2E2 of Section 6 and the W2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

#### DESCRIPTION OF LEASES COMMITTED

##### Tract No. 1

Lease Serial Number: NMNM-138876

Description of Land Committed: Township 23 South, Range 33 East,  
Section 6: W2E2 & Section 7: W/2NE/4 & SW/4SE/4

Number of Acres: 280.04

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

##### Tract No. 2

Lease Serial Number: NMNM-126492

Description of Land Committed: Township 23 South, Range 33 east,  
Section 7: NW/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: EOG Resources, Inc. (Compulsory Pooled)

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.04	87.5%
2	40.00	12.5%
Total	320.04	100.0000%

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 2<sup>nd</sup> day of April, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

E2E2 of Section 6 & the E2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Containing **320.05** acres, and this agreement shall include only the Wolfcamp underlying said lands and the crude oil and associated natural 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

Rodney Robinson Federal Com  
Wolfcamp  
E2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

- 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.

All proceeds, 8/8ths, attributed to unleased Federal lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

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 April 4, 2020, 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

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF DALLAS )

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(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

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

**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

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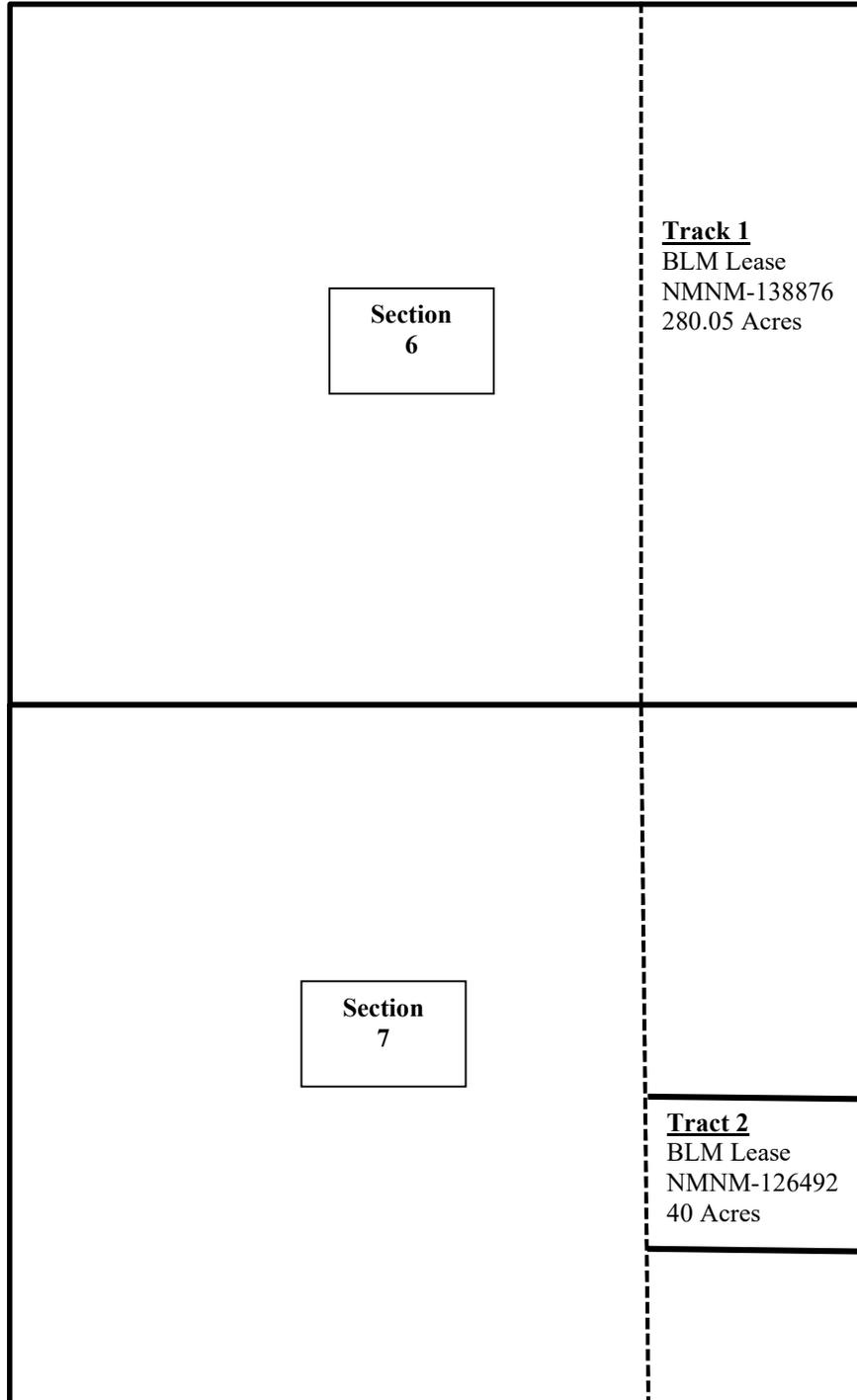
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Notary Public

## EXHIBIT "A"

Plat of communitized area covering **320.05** acres in E2E2 of Section 6 and the E2E2 of Section 7,  
Township 23 South, Range 28 East, Eddy County, New Mexico.

Rodney Robinson Fed Com #204H & #218H



Rodney Robinson Federal Com  
Wolfcamp  
E2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

**EXHIBIT “B”**

To Communitization Agreement Dated April 2, 2020 embracing the following described land in E2E2 of Section 6 and the E2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138876

Description of Land Committed: Township 23 South, Range 33 East,  
Section 6: E2E2 & Section 7: E/2NE/4 & SE/4SE/4

Number of Acres: 280.05

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

Tract No. 2

Lease Serial Number: NMNM-126492

Description of Land Committed: Township 23 South, Range 33 east,  
Section 7: NE/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: EOG Resources, Inc. (Compulsory Pooled)

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.05	87.5%
2	40.00	12.5%
Total	320.05	100.0000%

Federal Communitization Agreement

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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

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W2E2 of Section 6 & the W2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Containing **320.04** acres, and this agreement shall include only the Wolfcamp underlying said lands and the crude oil and associated natural 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

Rodney Robinson Federal Com  
Wolfcamp  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

- 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.
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  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.

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10. The date of this agreement is April 4, 2020, 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.
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Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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- 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

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

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

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Date

## ACKNOWLEDGEMENT

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I, the undersigned, hereby certify, on behalf of Matador Production Company, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

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Rodney Robinson Federal Com  
Wolfcamp  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

**WORKING INTEREST OWNERS  
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**MRC Permian Company**

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

Craig N. Adams Executive Vice President  
Print Name

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

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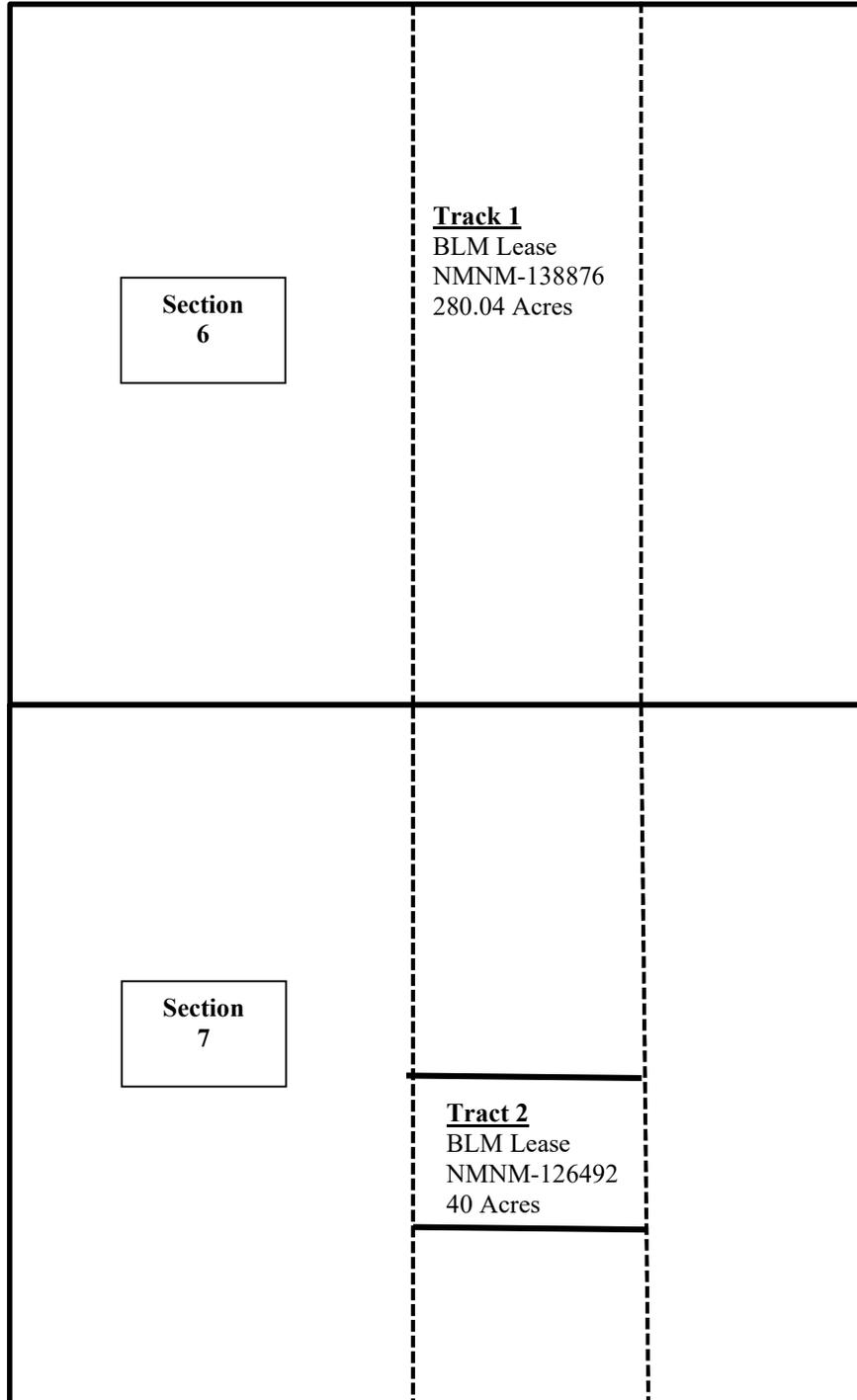
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\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

Plat of communitized area covering **320.04** acres in W2E2 of Section 6 and the W2E2 of Section 7, Township 23 South, Range 28 East, Eddy County, New Mexico.

Rodney Robinson Fed Com #203H & #217H



Rodney Robinson Federal Com  
Wolfcamp  
W2E2 of Sections 6&7-23S-33E  
Lea County, New Mexico

**EXHIBIT “B”**

To Communitization Agreement Dated April 2, 2020 embracing the following described land in W2E2 of Section 6 and the W2E2 of Section 7, Township 23 South, Range 33 East, Lea County, New Mexico.

Operator of Communitized Area: Matador Production Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM-138876

Description of Land Committed: Township 23 South, Range 33 East,  
Section 6: W2E2 & Section 7: W/2NE/4 & SW/4SE/4

Number of Acres: 280.04

Current Lessee of Record: MRC Permian Company

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

Tract No. 2

Lease Serial Number: NMNM-126492

Description of Land Committed: Township 23 South, Range 33 east,  
Section 7: NW/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: EOG Resources, Inc. (Compulsory Pooled)

Name of Working Interest Owners: Matador Production Company  
EOG Resources, Inc. (Compulsory Pooled)

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.04	87.5%
2	40.00	12.5%
Total	320.04	100.0000%



**Kaitlyn A. Luck**  
Phone (505) 954-7286  
Fax (505) 819-5579  
kaluck@hollandhart.com

October 06, 2020

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

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company to authorize pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the Rodney Robinson South Tank Battery located in the SE/4 SE/4 (Unit P) of Section 7, Township 23 South, Range 33 East, NMPM, Lea County, New Mexico.**

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 this date at 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:

Brian Fancher  
Matador Production Company  
972-371-5242  
bfancher@matadorresources.com

Sincerely,

**Kaitlyn A. Luck**  
**ATTORNEY FOR**  
**MATADOR PRODUCTION COMPANY**

## MRC - Rodney Robinson Fed S2

## Postal Delivery Report

TrackingNo	ToName	DeliveryAddress	City	State	Zip	USPS_Status
9414811898765828759486	EOG Resources	105 S 4th St	Artesia	NM	88210-2177	Mail piece was scanned in ZIP code 80022 on Oct 05
9414811898765828759431	EOG Y Resources, Inc	105 S 4th St	Artesia	NM	88210-2177	Mail piece was scanned in ZIP code 80022 on Oct 05
9414811898765828759479	EOG A Resources, Inc	105 S 4th St	Artesia	NM	88210-2177	Mail piece was scanned in ZIP code 80022 on Oct 05
9414811898765828759516	EOG M Resources, Inc.	105 S 4th St	Artesia	NM	88210-2177	Mail piece was scanned in ZIP code 80022 on Oct 05
9414811898765828759554	United States of America BLM	620 E Greene St	Carlsbad	NM	88220-6292	Mail piece was scanned in ZIP code 80022 on Oct 05

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Kaitlyn A. Luck](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James; kparadis@blm.gov](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-721  
**Date:** Monday, December 21, 2020 1:08:13 PM  
**Attachments:** [PLC721 Order.pdf](#)

NMOCD has issued Administrative Order PLC-721 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPPM)	Pool Code
30-025-47088	Rodney Robinson Fed Com #103H	O-07-23S-33E	96228
30-025-47346	Rodney Robinson Fed Com #113H	O-07-23S-33E	96228
30-025-47348	Rodney Robinson Fed Com #123H	O-07-23S-33E	96228
30-025-47350	Rodney Robinson Fed Com #133H	O-07-23S-33E	96228
30-025-47089	Rodney Robinson Fed Com #108H	P-07-23S-33E	96228
30-025-47347	Rodney Robinson Fed Com #114H	P-07-23S-33E	96228
30-025-47349	Rodney Robinson Fed Com #124H	P-07-23S-33E	96228
30-025-47489	Rodney Robinson Fed Com #134H	P-07-23S-33E	96228
30-025-47351	Rodney Robinson Fed Com #203H	O-07-23S-33E	98177
30-025-47439	Rodney Robinson Fed Com #217H	O-07-23S-33E	98177
30-025-47352	Rodney Robinson Fed Com #204H	P-07-23S-33E	98177
30-025-47353	Rodney Robinson Fed Com #218H	P-07-23S-33E	98177

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.

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

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

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

**ORDER NO. PLC-721**

**ORDER**

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

**FINDINGS OF FACT**

1. Matador Production Company (“Applicant”) submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless 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.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. 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.
7. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well which produces from a pool and spacing unit dedicated to a well identified in Exhibit A.
9. 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 leases to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

10. 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, and 19.15.12 NMAC.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
12. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (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) and (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 and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

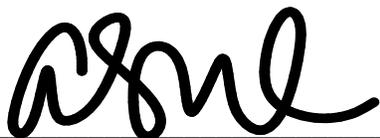
Applicant is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well producing from the same pool and spacing unit dedicated to a well identified in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the

approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

4. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
5. The allocation of oil and gas production to an infill well shall be determined in the same manner as oil and gas production to the well dedicated to the pool and spacing unit.
6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
7. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. 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.
11. 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 via the OCD Fee Portal in accordance with 19.15.12.10(C)(4)(g) NMAC.
12. Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau identifying an infill well prior to commingling and off-lease measuring, as applicable, oil and gas production from an infill well with the production from another well.
13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



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**ADRIENNE SANDOVAL  
DIRECTOR**

AS/dm

**DATE:** 12/21/2020

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-721

Operator: Matador Production Company (228937)

Central Tank Battery: Rodney Robinson South Tank Battery

Central Tank Battery Location (NMPM): Unit P, Section 7, Township 23 South, Range 33 East

Gas Custody Transfer Meter Location (NMPM): Unit P, Section 7, Township 23 South, Range 33 East

### Pools

Pool Name	Pool Code
PRONGHORN; BONE SPRING	96228
WC-025 G-09 S223332A; UPR WOLFCAMP	98177

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

Lease	Location (NMPM)	
NMNM 138876	E/2 E/2	Sec 6-T23S-R33E
NMNM 126492	E/2 NE/4	Sec 7-T23S-R33E
NMNM 126492	NE/4 SE/4	Sec 7-T23S-R33E
NMNM 138876	W/2 E/2	Sec 6-T23S-R33E
NMNM 126492	W/2 NE/4, SW/4 SE/4	Sec 7-T23S-R33E
NMNM 126492	NW/4 SE/4	Sec 7-T23S-R33E

### Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-025-47088	Rodney Robinson Fed Com #103H	O-07-23S-33E	96228	
30-025-47346	Rodney Robinson Fed Com #113H	O-07-23S-33E	96228	
30-025-47348	Rodney Robinson Fed Com #123H	O-07-23S-33E	96228	
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**District I**  
 1625 N. French Dr., Hobbs, NM 88240  
 Phone:(575) 393-6161 Fax:(575) 393-0720

**District II**  
 811 S. First St., Artesia, NM 88210  
 Phone:(575) 748-1283 Fax:(575) 748-9720

**District III**  
 1000 Rio Brazos Rd., Aztec, NM 87410  
 Phone:(505) 334-6178 Fax:(505) 334-6170

**District IV**  
 1220 S. St Francis Dr., Santa Fe, NM 87505  
 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 11356

**CONDITIONS OF APPROVAL**

Operator: MATADOR PRODUCTION COMPANY 5400 LBJ Freeway, Ste 1500	One Lincoln Centre Dallas, TX75240	OGRID: 228937	Action Number: 11356	Action Type: C-107B
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OCD Reviewer	Condition
dmccleure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.