

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.**

\_\_\_\_\_ Date

Print or Type Name

Signature

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

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



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

November 30, 2022

**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 for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the W/2 W/2 of Section 3 & 10, and the E/2 of Sections 3 & 10, Township 22 South, Range 32 East, NMPM, Lea County, New Mexico (the “Lands”)**

Dear Ms. Sandoval:

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

(a) The 319.92-acre spacing unit comprised of the W/2 W/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #125H** (API. No. 30-025-49627)

(b) The 319.92-acre spacing unit comprised of the W/2 E/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #133H** (API. No. 30-025-50513);

(c) The 319.92-acre spacing unit comprised of the E/2 E/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #134H** (API. No. 30-025-50801);

(d) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 3 and 10, in the WC-025 G-09 S233216K, UPR Wolfcamp [98166] – currently dedicated to the **Nina Cortell Fed Com #203H** (API. No. 30-025-49628);

(e) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 3 and 10, in the WC-025 G-09 S233216K, UPR Wolfcamp [98166] – currently dedicated to the **Nina Cortell Fed Com #204H** (API. No. 30-025-49629); and



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

(f) Pursuant to 19.15.12.10.C(4)(g), *future Bilbrey Basin, Bone Spring [5695] and WC-025 G-09 S233216K, UPR Wolfcamp [98166] spacing units connected to the Nina Cortell South Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Nina Cortell South Tank Battery** located in the SW/4 SE/4 (Unit O) of Section 10. Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.

**Exhibit 1** is a land plat showing Matador's current development plan, flow lines, well pads, and central tank battery ("Facility Pad") in the subject area. The plat also identifies the wellbores (including surface/bottomhole locations) and lease/spacing unit boundaries.

**Exhibit 2** is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from 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 an example gas analysis (attachment B to the statement).

**Exhibit 3** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units, together with the available production reports.

**Exhibit 4** includes relevant communitization agreements.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management and the New Mexico State Land Office since federal and state lands are involved.

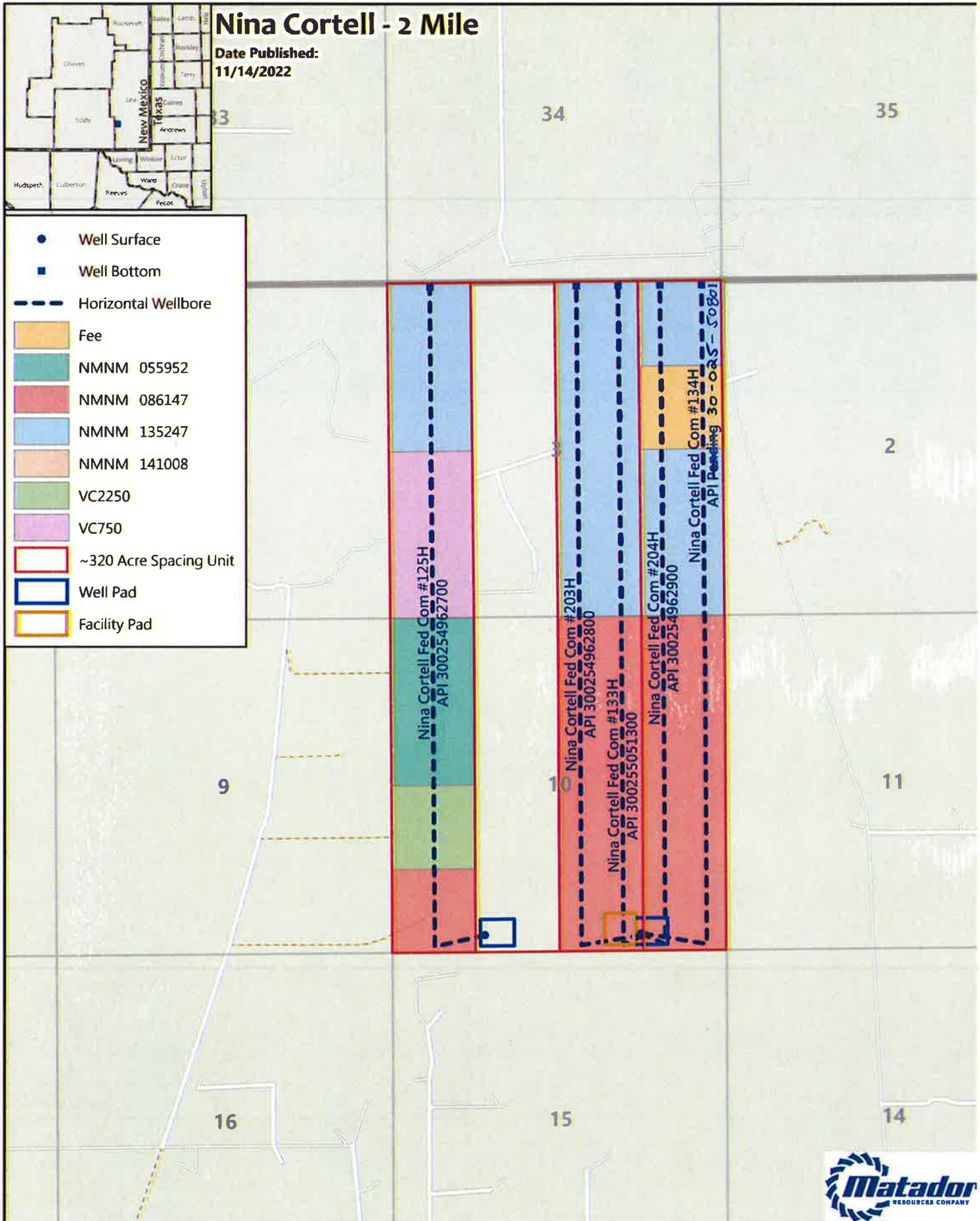
Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance".

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Paula M. Vance  
 ATTORNEY FOR MATADOR PRODUCTION  
 COMPANY



# Nina Cortell - 2 Mile

Date Published:  
11/14/2022



- Well Surface
- Well Bottom
- Horizontal Wellbore
- Fee
- NMNM 055952
- NMNM 086147
- NMNM 135247
- NMNM 141008
- VC2250
- VC750
- ~320 Acre Spacing Unit
- Well Pad
- Facility Pad



Map Prepared by: americo.gama

Date: November 14, 20

## 1:24,000

Project: \\gis\user\data\agamarra\temp\20221017 Nina Cortell 2 mile\Nina\_Cortell\_2\_mile\Nina\_Cortell\_2\_mile.apx

Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 F4

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



1 inch equals 2,000 feet

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: Matador Production Company  
OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240  
APPLICATION TYPE:  
 Pool Commingling  Lease Commingling  Pool and Lease Commingling  Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE:  Fee  State  Federal

Is this an Amendment to existing Order?  Yes  No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
 Yes  No

**(A) POOL COMMINGLING**  
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
BILBREY BASIN; BONE SPRING [5695]	43.0°	43.4° oil 1,404 BTU/CF	\$102.57/bbl oil Deemed 40°/Sweet (Jul '22 realized price) \$9.31/mcf (Jul '22 realized price)	4,000 bopd
BILBREY BASIN; BONE SPRING [5695]	1413 BTU/CF			4,500 mcf
WC-025 G-09 S233216K; UPR WOLFCAMP [98166]	43.8 °			4,000 bopd
WC-025 G-09 S233216K; UPR WOLFCAMP [98166]	1395 BTU/CF			4,500 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-  
(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.

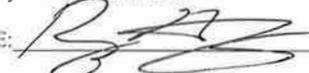
**(D) OFF-LEASE STORAGE and MEASUREMENT**  
Please attached sheets with the following information

(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: 10-18-22  
TYPE OR PRINT NAME Ryan Hernandez TELEPHONE NO.: (972) 619-1276  
E-MAIL ADDRESS: rhernandez@matadorresources.com

**EXHIBIT 2**

# Matador Production Company

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

Voice 972.371.5427 • Fax 972.371.5201

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

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**Ryan Hernandez**  
Production Engineer

October 14, 2022

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

**Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) gas and oil production from the spacing units comprised of W/2W2 of Sections 10 & 3 and the E/2 of Section 10 & 3, Township 22 South, Range 32 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 five (5) 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 Longwood Midstream LLC. gathering line. Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

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

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

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

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

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read 'R. Hernandez', with a long horizontal flourish extending to the right.

Ryan Hernandez  
Production Engineer



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

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

**Sample:** Nina Cartell Federal COM No. 125H  
 First Stage Separator  
 Spot Gas Sample @ 190 psig & 113 °F

Date Sampled: 03/29/2022

Job Number: 221671.001

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>
Hydrogen Sulfide*	< 0.001	
Nitrogen	2.374	
Carbon Dioxide	0.365	
Methane	69.063	
Ethane	14.402	3.946
Propane	7.964	2.248
Isobutane	0.925	0.310
n-Butane	2.418	0.781
2-2 Dimethylpropane	0.007	0.003
Isopentane	0.515	0.193
n-Pentane	0.573	0.213
Hexanes	0.429	0.181
Heptanes Plus	<u>0.965</u>	<u>0.396</u>
Totals	100.000	8.272

**Computed Real Characteristics Of Heptanes Plus:**

Specific Gravity ----- 3.375 (Air=1)  
 Molecular Weight ----- 97.29  
 Gross Heating Value ----- 5211 BTU/CF

**Computed Real Characteristics Of Total Sample:**

Specific Gravity ----- 0.825 (Air=1)  
 Compressibility (Z) ----- 0.9953  
 Molecular Weight ----- 23.79  
 Gross Heating Value  
     Dry Basis ----- 1413 BTU/CF  
     Saturated Basis ----- 1389 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. Morales  
 Analyst: RG  
 Processor: RG  
 Cylinder ID: T-1391

Certified: FESCO, Ltd. - Alice, Texas

**EXHIBIT B**

Conan Pierce 361-661-7015

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

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	2.374		2.796
Carbon Dioxide	0.365		0.675
Methane	69.063		46.574
Ethane	14.402	3.946	18.204
Propane	7.964	2.248	14.762
Isobutane	0.925	0.310	2.260
n-Butane	2.418	0.781	5.908
2,2 Dimethylpropane	0.007	0.003	0.021
Isopentane	0.515	0.193	1.562
n-Pentane	0.573	0.213	1.738
2,2 Dimethylbutane	0.004	0.002	0.014
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.062	0.026	0.225
2 Methylpentane	0.130	0.055	0.471
3 Methylpentane	0.071	0.030	0.257
n-Hexane	0.162	0.068	0.587
Methylcyclopentane	0.108	0.039	0.382
Benzene	0.094	0.027	0.309
Cyclohexane	0.169	0.059	0.598
2-Methylhexane	0.021	0.010	0.088
3-Methylhexane	0.026	0.012	0.110
2,2,4 Trimethylpentane	0.000	0.000	0.000
Other C7's	0.076	0.034	0.317
n-Heptane	0.052	0.025	0.219
Methylcyclohexane	0.128	0.053	0.528
Toluene	0.063	0.022	0.244
Other C8's	0.082	0.039	0.380
n-Octane	0.025	0.013	0.120
Ethylbenzene	0.007	0.003	0.031
M & P Xylenes	0.014	0.006	0.062
O-Xylene	0.004	0.002	0.018
Other C9's	0.047	0.024	0.249
n-Nonane	0.010	0.006	0.054
Other C10's	0.027	0.016	0.160
n-Decane	0.004	0.003	0.024
Undecanes (11)	<u>0.008</u>	<u>0.005</u>	<u>0.053</u>
Totals	100.000	8.272	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.825	(Air=1)
Compressibility (Z) -----	0.9953	
Molecular Weight -----	23.79	
Gross Heating Value		
Dry Basis -----	1413	BTU/CF
Saturated Basis -----	1389	BTU/CF

**FESCO, Ltd.**

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

**Sample:** Nina Cartell Federal COM No. 125H  
 First Stage Separator  
 Spot Gas Sample @ 190 psig & 113 °F

Date Sampled: 03/29/2022

Job Number: 221671.001

**GLYCALC FORMAT**

<b>COMPONENT</b>	<b>MOL%</b>	<b>GPM</b>	<b>Wt %</b>
Carbon Dioxide	0.365		0.675
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	2.374		2.796
Methane	69.063		46.574
Ethane	14.402	3.946	18.204
Propane	7.964	2.248	14.762
Isobutane	0.925	0.310	2.260
n-Butane	2.425	0.784	5.929
Isopentane	0.515	0.193	1.562
n-Pentane	0.573	0.213	1.738
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.162	0.068	0.587
Cyclohexane	0.169	0.059	0.598
Other C6's	0.267	0.113	0.967
Heptanes	0.283	0.120	1.116
Methylcyclohexane	0.128	0.053	0.528
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.094	0.027	0.309
Toluene	0.063	0.022	0.244
Ethylbenzene	0.007	0.003	0.031
Xylenes	0.018	0.007	0.080
Octanes Plus	<u>0.203</u>	<u>0.106</u>	<u>1.040</u>
Totals	100.000	8.272	100.000

**Real Characteristics Of Octanes Plus:**

Specific Gravity ----- 4.228 (Air=1)  
 Molecular Weight ----- 121.89  
 Gross Heating Value ----- 6472 BTU/CF

**Real Characteristics Of Total Sample:**

Specific Gravity ----- 0.825 (Air=1)  
 Compressibility (Z) ----- 0.9953  
 Molecular Weight ----- 23.79  
 Gross Heating Value  
 Dry Basis ----- 1413 BTU/CF  
 Saturated Basis ----- 1389 BTU/CF

# EXHIBIT 3

Received by OCD: 12/2/2021 2:41:15 PM

Page 2 of 8

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

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

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

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

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

**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>30-025-49627</b>		<sup>2</sup> Pool Code <b>5695</b>		<sup>3</sup> Pool Name <b>BILBREY BASIN; BONE SPRING</b>	
<sup>4</sup> Property Code <b>320841</b>		<sup>5</sup> Property Name <b>NINA CORTELL FED COM</b>			<sup>6</sup> Well Number <b>125H</b>
<sup>7</sup> OGRID No. <b>228937</b>		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3789'</b>

### <sup>10</sup>Surface Location

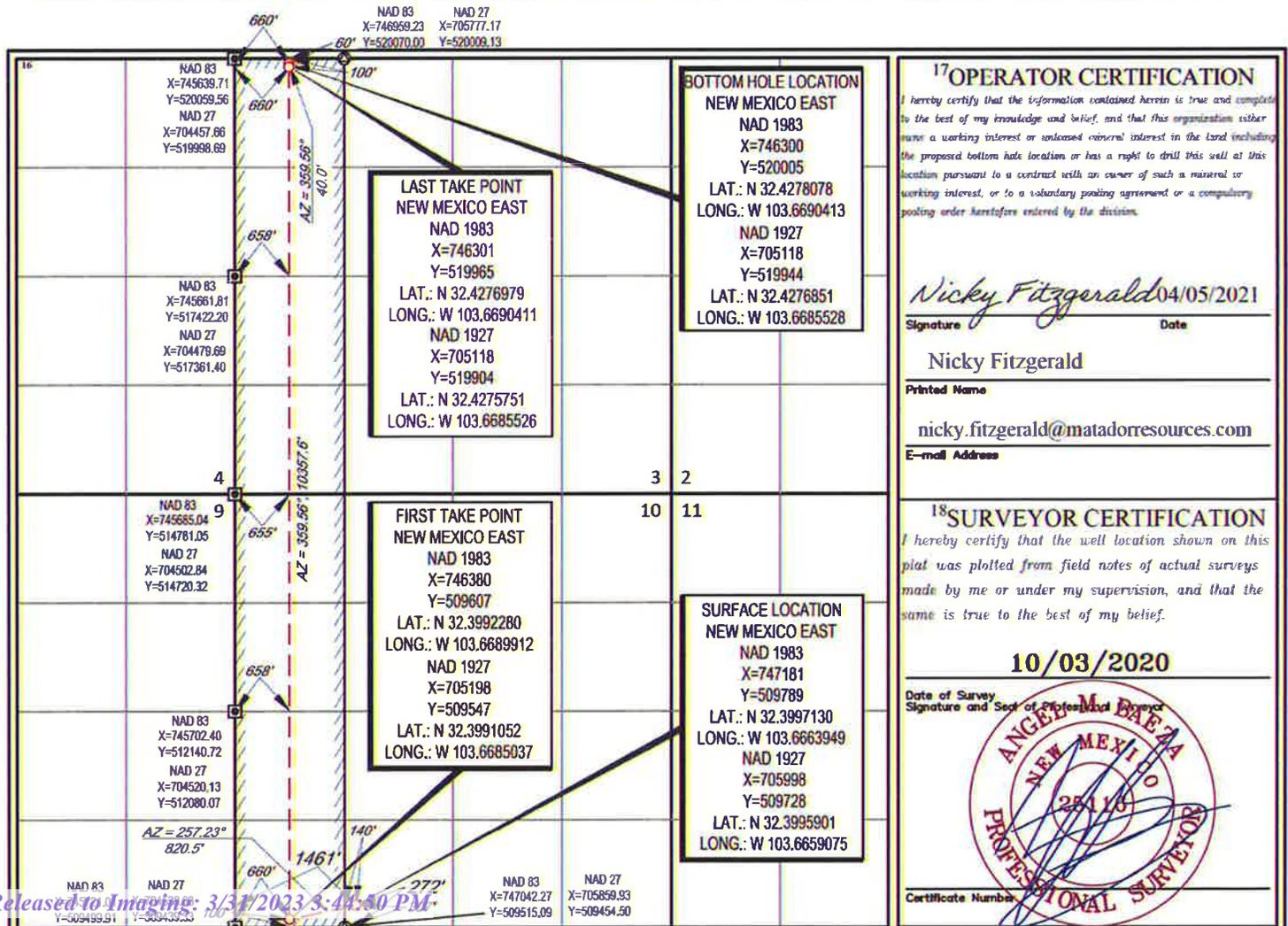
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>N</b>	<b>10</b>	<b>22-S</b>	<b>32-E</b>	<b>-</b>	<b>272'</b>	<b>SOUTH</b>	<b>1461'</b>	<b>WEST</b>	<b>LEA</b>

### <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>4</b>	<b>3</b>	<b>22-S</b>	<b>32-E</b>	<b>-</b>	<b>60'</b>	<b>NORTH</b>	<b>660'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>319.92</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<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.



Production Summary Report API: 30-025-49627 NINA CORTELL FEDERAL COM #125H Printed On: Friday, October 14 2022											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2022	[5695] BILBREY BASIN;BONE SPRING	Mar	6794	9237	94337	14	0	0	0	0	0
2022	[5695] BILBREY BASIN;BONE SPRING	Apr	29501	36447	123193	30	0	0	0	0	0
2022	[5695] BILBREY BASIN;BONE SPRING	May	13216	17116	49283	22	0	0	0	0	0
2022	[5695] BILBREY BASIN;BONE SPRING	Jun	19946	25862	59151	30	0	0	0	0	0
2022	[5695] BILBREY BASIN;BONE SPRING	Jul	22419	27918	78572	31	0	0	0	0	0

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Phone: (575) 748-1283 Fax: (575) 748-9720

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

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

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

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>30-025-50513</b>		<sup>2</sup> Pool Code 5695	<sup>3</sup> Pool Name BILBREY BASIN, BONE SPRING
<sup>4</sup> Property Code <b>320841</b>	<sup>5</sup> Property Name <b>NINA CORTELL FED COM</b>		<sup>6</sup> Well Number <b>133H</b>
<sup>7</sup> GRID No. 228937	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>		<sup>9</sup> Elevation <b>3790'</b>

<sup>10</sup>Surface Location

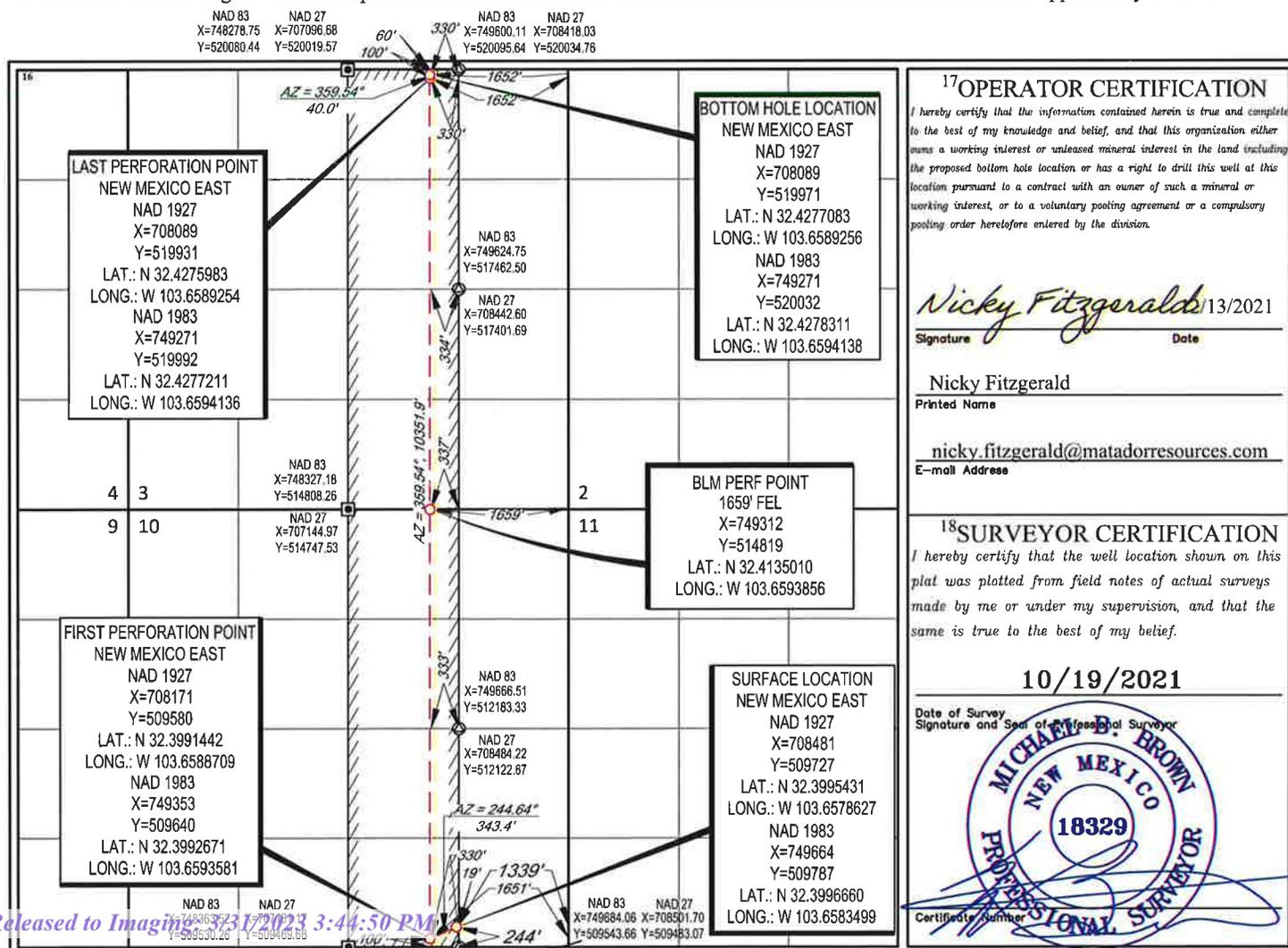
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	22-S	32-E	-	244'	SOUTH	1339'	EAST	LEA

<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	3	22-S	32-E	-	60'	NORTH	1652'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>319.92</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<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.



<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.

*Nicky Fitzgerald* 13/2021  
Signature Date

Nicky Fitzgerald  
Printed Name  
nicky.fitzgerald@matadorresources.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.

10/19/2021

Date of Survey  
Signature and Seal of Professional Surveyor





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

**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

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number <b>30-025-49628</b>	<sup>2</sup> Pool Code <b>98258 98166</b>	<sup>3</sup> Pool Name <del>WC-025-S223203A, LWR WOLFCAMP (GAS)</del> <b>WC-025-6-09 5233216E, UPR WOLFCAMP</b>
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>NINA CORTELL FED COM</b>	
<sup>7</sup> GRID No. 228937	<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>	<sup>6</sup> Well Number <b>203H</b>
		<sup>9</sup> Elevation <b>3789'</b>

<sup>10</sup>Surface Location

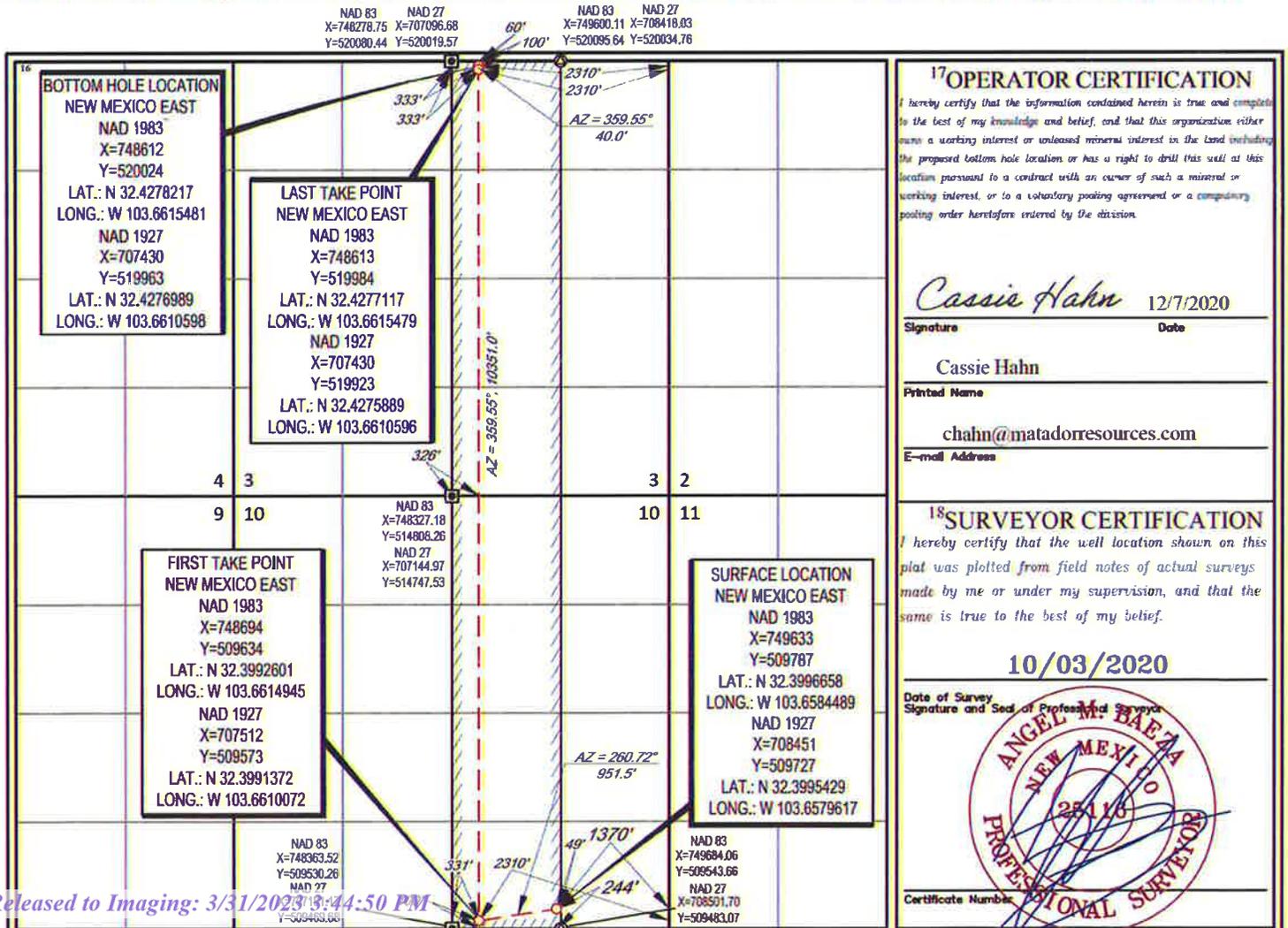
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	22-S	32-E	-	244'	SOUTH	1370'	EAST	LEA

<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	3	22-S	32-E	-	60'	NORTH	2310'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<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.



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

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

FORM C-102  
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>30-025-49629</b>		<sup>2</sup> Pool Code 98166		<sup>3</sup> Pool Name WC-025 G-09 S233216K, UPR WOLFCAMP	
<sup>4</sup> Property Code <b>320841</b>		<sup>5</sup> Property Name <b>NINA CORTELL FED COM</b>			<sup>6</sup> Well Number <b>204H</b>
<sup>7</sup> OGRID No. 228937		<sup>8</sup> Operator Name <b>MATADOR PRODUCTION COMPANY</b>			<sup>9</sup> Elevation <b>3789'</b>

<sup>10</sup>Surface Location

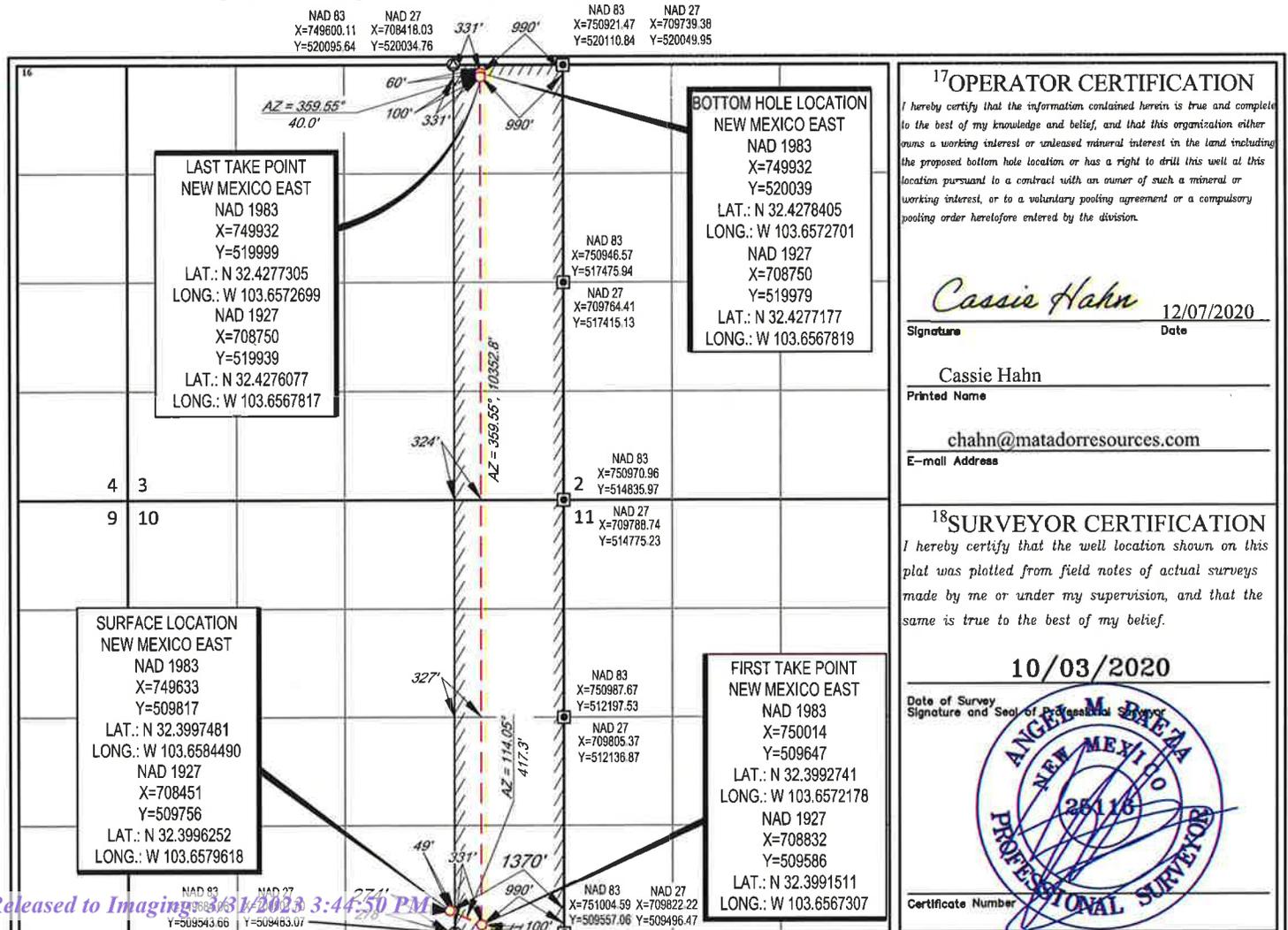
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	22-S	32-E	-	274'	SOUTH	1370'	EAST	LEA

<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	3	22-S	32-E	-	60'	NORTH	990'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>320</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<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.



# EXHIBIT 4



## United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NMNM143833  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Nina Cortell Federal Com #125H  
Section 3: Lot 4, SWNW, W2SW;  
Section 10: W2NW, NWSW, SWSW;  
T.22 S., R.32 E., N.M.P.M.  
Lea County, NM

Matador Production Co.  
5400 LBJ Freeway Suite 1500  
Dallas TX 75240

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143833 involving 79.92 acres of Federal land in lease NMNM135247, 80.00 acres of Federal land in lease NMNM055952, 40.00 acres of Federal land in lease NMNM086147, 120.00 acres of state land, Lea County, New Mexico, which comprise a 319.92 acre well spacing unit.

The agreement communitizes all rights to crude oil and associated natural gas from the Bone Spring formation and only through the wellbore of the Nina Cortell Federal Com #125H (API: 30-025-49627) beneath Lot 4, SWNW, and W2SW of Sec. 3 and the W2NW, NWSW, and SWSW of Sec. 10 of T.22 S., R.32 E., NMPM, Lea County, NM, and is effective September 1, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**KYLE  
PARADIS**

Digitally signed by  
KYLE PARADIS  
Date: 2022.09.22  
09:58:24 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM142453 involving Federal Lease(s) NMNM143833. This Communitization Agreement is in Sec. 3 and 10, T. 22 S., R. 32 E., NMPM, Lea County, New Mexico, for production of crude oil and associated natural gas producible from the Bone Spring Formation only from the wellbore of the Nina Cortell Federal Com #125H (API: 30-025-49627).
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**KYLE  
PARADIS**

Digitally signed by KYLE  
PARADIS  
Date: 2022.09.22  
10:01:15 -06'00'

\_\_\_\_\_  
Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: September 1, 2021  
Contract No.: NMNM143833

Federal Communitization Agreement

Contract No. NMNM 143833

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of September, 2021, 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 have drilled a Bone Spring Oil well designated the Nina Cortell Federal Com #125H, 30-025-49627 (Subject Well) in Section 3, Township 22S, Range 32E.

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:

**W/2W/2 of Sections 3 & 10, Township 22S, Range 32E, Lea County, New Mexico.** *↳ Lot 4, SWNW, W2SW*

Containing **319.92** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation and only through the well bore of the **Nina Cortell Federal Com #125H, 30-025-49627.**

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from **Nina Cortell Federal Com #125H, 30-025-49627** well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the **Nina Cortell Federal Com #125H, 30-025-49627** well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the **Nina Cortell Federal Com #125H, 30-025-49627** well 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 **September 1, 2021**, 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 from the **Nina Cortell Federal Com #125H, 30-025-49627** well: 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 **Nina Cortell Federal Com #125H, 30-025-49627** well 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

Date: 9/21/2021

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

*RA  
pcc*

**CORPORATE ACKNOWLEDGEMENT**

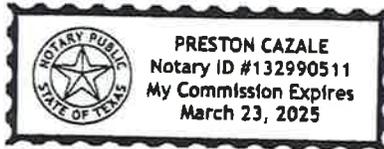
STATE OF TEXAS )

COUNTY OF DALLAS )

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared Jonathan Filbert, known to me to be the Senior Vice President - Land of **Matador Production Company**, a Texas corporation, on behalf of said corporation.

3/23/2025  
My Commission Expires

[Signature]  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

MRC PERMIAN COMPANY

Date: 9/21/2021

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

*RH paid*

MRC PERMIAN LKE COMPANY, LLC

Date: 9/21/2021

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

*RH paid*

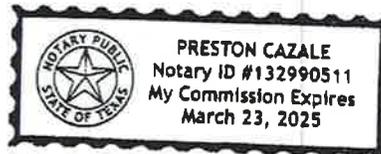
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS            )  
COUNTY OF DALLAS        )

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land** of **MRC Permian Company**, a Texas corporation, on behalf of said corporation.

3/23/2025  
My Commission Expires

[Signature]  
Notary Public



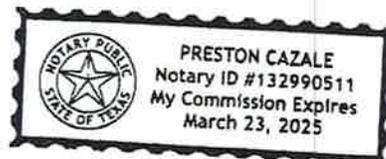
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS            )  
COUNTY OF DALLAS        )

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land** of **MRC Permian LKE Company, LLC**, a Texas corporation, on behalf of said corporation.

3/23/2025  
My Commission Expires

[Signature]  
Notary Public



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

\_\_\_\_\_

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the of \_\_\_\_\_, on behalf of said corporation.

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged to me that he/she executed this said document in his/her official capacity.

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

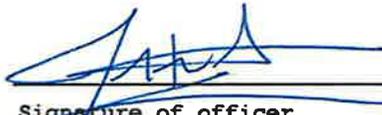
\_\_\_\_\_  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT:

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

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

BY:   
 \_\_\_\_\_  
 Signature of officer  
 Name: Jonathan Filbert  
 Title: Senior Vice President - Land  
 Phone number: (972)-371-5200

*RH  
pcc*

### EXHIBIT "A"

Plat of communitized area covering 319.92 acres in the W/2W/2 of Sections 3 & 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

#### Nina Cortell Fed Com 125H

<b>Tract 1</b> NMNM 135247 Acres: 79.92			
<b>Tract 2</b> VC-0075 Acres: 80.00			
<b>Tract 3</b> NMNM 055952 Acres: 80.00			
<b>Tract 4</b> VC-0225 Acres: 40.00			
<b>Tract 5</b> NMNM 086147 Acres: 40.00			

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2W/2 of Sections 3 and 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

**Lease Serial No.:** NMNM 135247

**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: Lot 4, SW/4NW/4

**Number of Acres:** 79.92

**Current Lessee of Record:** MRC Permian LKE Company, LLC

**Name of Working Interest Owner(s):** MRC Permian LKE Company, LLC

**Overriding Royalty Interest Owner(s):** None

**Tract No. 2**

**Lease Serial No.:** VC-0075

**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: W/2SW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owner(s):** MRC Permian Company

**Overriding Royalty Interest Owner(s):** None

**Tract No. 3**

**Lease Serial No.:** NMNM-055952

**Description of Land Committed:** Township 22 South, Range 32 East,  
Section 10: W/2NW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** David Pietenpol

**Name of Working Interest Owner(s):** MRC Permian Company  
Cynthia Mae Wilson, Trustee of the Bypass Trust  
established under the Last Will and Testament  
of Scott E. Wilson (*Compulsory Pooled*)

**Overriding Royalty Interest Owners:** Abyss, Inc.  
Adley Properties LLC  
Beverly Jean Renfro Barr, Trustee of the Family Trust  
created under the Last Will and Testament of Richard Kevin  
Barr  
Capstan Properties, LP  
Cynthia Mae Wilson, Trustee of the Bypass Trust  
established under the Last Will and Testament  
of Scott E. Wilson  
Hunt Oil Company  
Jack Lowry, whose marital status is unknown  
Judson Land and Minerals, LP  
Lyra Properties, LLC  
Magic Dog Oil & Gas, Ltd.  
Marjean Martin Murphy, Trustee of the Marjean Martin  
Murphy Heritage Trust u/t/a dated August 22, 2014  
Mountain Lion Oil & Gas, LLC  
Peanut Oil Co.  
Richard C. Geesaman and wife, Breida Geesaman

**Tract No. 4**

**Lease Serial No.:** VC-0225

**Description of Land Committed:** Township 22 South, Range 32 East,  
Section 10: NW/4SW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company

**Name of Working Interest Owner(s):** MRC Permian Company

**Overriding Royalty Interest Owners:** None

**Tract No. 5**

**Lease Serial No.:** NMNM-086147  
**Description of Land Committed:** Township 22 South, Range 32 East,  
 Sec 10: SW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** ConocoPhillips Company (*Compulsory Pooled*)  
**Name of Working Interest Owner(s):** Conoco Phillips Company (*Compulsory Pooled*)  
**Overriding Royalty Interest Owners:** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	79.92	24.981245%
<b>2</b>	80.00	25.006252%
<b>3</b>	80.00	25.006252%
<b>4</b>	40.00	12.503126%
<b>5</b>	40.00	12.503126%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>



COMMISSIONER  
Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

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

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

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

January 7<sup>th</sup>, 2022

Re: Communitization Agreement Approval  
Nina Cortell Federal Com #125H  
Vertical Extent: Bone Spring  
Township: 22 South, Range 32 East, NMPM  
Section 3: W2W2  
Section 10: W2W2

Lea County, New Mexico

Dear Mr. Cazale,

The Commissioner of Public Lands has this date approved the Nina Cortell Federal Com #125H Communitization Agreement for the Bone Spring formation effective 9-01-2021. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

Stephanie Garcia Richard  
Commissioner of Public Lands

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Matador Production Company  
Nina Cortell Federal Com #125H  
Bone Spring**

**Township: 22 South, Range: 32 East, NMPM**

**Section 3: W2W2**

**Section 10: W2W2**

**Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2021**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **7<sup>th</sup> day of January, 2022**.



**COMMISSIONER OF PUBLIC LANDS**

**of the State of New Mexico**

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Matador Production Company  
Nina Cortell Federal Com #125H  
Bone Spring**

**Township: 22 South, Range: 32 East, NMPM**

**Section 3: W2W2**

**Section 10: W2W2**

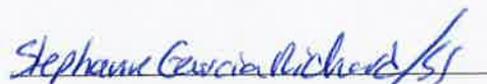
**Lea County, New Mexico**

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7<sup>th</sup> day of January, 2022.



**COMMISSIONER OF PUBLIC LANDS**

**of the State of New Mexico**

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Matador Production Company  
Nina Cortell Federal Com #125H  
Bone Spring**

**Township: 22 South, Range: 32 East, NMPM**

**Section 3: W2W2  
Section 10: W2W2**

**Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2021**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7<sup>th</sup> day of January, 2022.

*Stephanne Garcia Richards/SS*

**COMMISSIONER OF PUBLIC LANDS**

**of the State of New Mexico**

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"  
W I T N E S S E T H:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:  
Subdivisions W/2W/2 of Sections 3 & 10, Township 22 South, Range 32 East

Sect 3&10, T 22S, R 32E, NMPM Lea County NM containing 319.92 acres, more or less, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September** Month **1<sup>st</sup>** Day, **2021** Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

OPERATOR: MATADOR PRODUCTION COMPANY

Date: 9/21/2021

By: 

Name: Jonathan Filbert

Title: Senior Vice President - Land

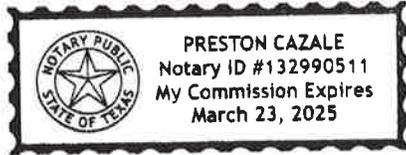
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**CORPORATE ACKNOWLEDGEMENT**

**STATE OF TEXAS) §**

**COUNTY OF DALLAS) §**

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared Jonathan Filbert, known to me to be the Senior Vice President - Land of **Matador Production Company**, a Texas corporation, on behalf of said corporation.



Preston Cazale  
Signature

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

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

**MRC PERMIAN COMPANY**

Date: 9/21/2021 By: [Signature]  
Name: Jonathan Filbert  
Title: Senior Vice President - Land *RH pd*

**MRC PERMIAN LKE COMPANY, LLC**

Date: 9/21/2021 By: [Signature]  
Name: Jonathan Filbert  
Title: Senior Vice President - Land *RH pd*

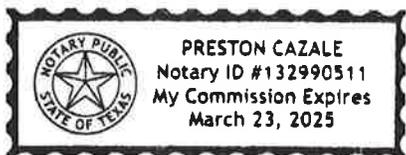
2021 SEP 28 AM 8:27  
2021 SEP 28 AM 8:17

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land of MRC Permian Company**, a Texas corporation, on behalf of said corporation.



Preston Cazale  
Signature

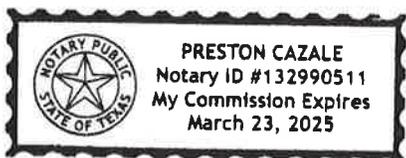
Preston Cazale  
Name (Print)  
My commission expires 3/23/2025

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

On this 21 day of September, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land of MRC Permian LKE Company, LLC**, a Texas corporation, on behalf of said corporation.



Preston Cazale  
Signature

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

2021 SEP 28 AM 8:17

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

\_\_\_\_\_

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, on behalf of said corporation.

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged to me that he/she executed this said document in his/her official capacity.

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

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

### EXHIBIT "A"

Plat of communitized area covering **319.92** acres in the W/2W/2 of Sections 3 & 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

#### Nina Cortell Fed Com 125H

<b>Tract 1</b> <b>NMNM 135247</b> <b>Acres: 79.92</b>			
<b>Tract 2</b> <b>VC-0075</b> <b>Acres: 80.00</b>			
<b>Tract 3</b> <b>NMNM 055952</b> <b>Acres: 80.00</b>			
<b>Tract 4</b> <b>VC-0225</b> <b>Acres: 40.00</b>			
<b>Tract 5</b> <b>NMNM 086147</b> <b>Acres: 40.00</b>			

**3**

**10**

State/Fed/Fee

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2W/2 of Sections 3 and 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

<b>Lease Serial No.:</b>	NMNM 135247
<b>Description of Land Committed:</b>	Township 22 South, Range 32 East, Section 3: Lot 4, SW/4NW/4
<b>Number of Acres:</b>	79.92
<b>Current Lessee of Record:</b>	MRC Permian LKE Company, LLC
<b>Name of Working Interest Owner(s):</b>	MRC Permian LKE Company, LLC
<b>Overriding Royalty Interest Owner(s):</b>	None

**Tract No. 2**

<b>Lease Serial No.:</b>	VC-0075
<b>Description of Land Committed:</b>	Township 22 South, Range 32 East, Section 3: W/2SW/4
<b>Number of Acres:</b>	80.00
<b>Current Lessee of Record:</b>	MRC Permian Company
<b>Name of Working Interest Owner(s):</b>	MRC Permian Company
<b>Overriding Royalty Interest Owner(s):</b>	None

**Tract No. 3**

**Lease Serial No.:** NMNM-055952  
**Description of Land Committed:** Township 22 South, Range 32 East,  
 Section 10: W/2NW/4

**Number of Acres:** 80.00

**Current Lessee of Record:** David Pietenpol

**Name of Working Interest Owner(s):** MRC Permian Company  
 Cynthia Mae Wilson, Trustee of the Bypass Trust  
 established under the Last Will and Testament  
 of Scott E. Wilson (*Compulsory Pooled*)

**Overriding Royalty Interest Owners:** Abyss, Inc.  
 Adley Properties LLC  
 Beverly Jean Renfro Barr, Trustee of the Family Trust created  
 under the Last Will and Testament of Richard Kevin Barr  
 Capstan Properties, LP  
 Cynthia Mae Wilson, Trustee of the Bypass Trust  
 established under the Last Will and Testament  
 of Scott E. Wilson  
 Hunt Oil Company  
 Jack Lowry, whose marital status is unknown  
 Judson Land and Minerals, LP  
 Lyra Properties, LLC  
 Magic Dog Oil & Gas, Ltd.  
 Marjean Martin Murphy, Trustee of the Marjean Martin Murphy  
 Heritage Trust u/t/a dated August 22, 2014  
 Mountain Lion Oil & Gas, LLC  
 Peanut Oil Co.  
 Richard C. Geesaman and wife, Breida Geesaman

**Tract No. 4**

**Lease Serial No.:** VC-0225  
**Description of Land Committed:** Township 22 South, Range 32 East,  
 Section 10: NW/4SW/4

**Number of Acres:** 40.00

**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owner(s):** MRC Permian Company  
**Overriding Royalty Interest Owners:** None

**Tract No. 5**

**Lease Serial No.:** NMNM-086147  
**Description of Land Committed:** Township 22 South, Range 32 East,  
 Sec 10: SW/4SW/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** ConocoPhillips Company (*Compulsory Pooled*)  
**Name of Working Interest Owner(s):** Conoco Phillips Company (*Compulsory Pooled*)  
**Overriding Royalty Interest Owners:** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	79.92	25.00%
<b>2</b>	80.00	25.00%
<b>3</b>	80.00	25.00%
<b>4</b>	40.00	12.50%
<b>5</b>	40.00	12.50%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **1st** day of **September, 2021**, 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:

**W/2E/2 of Sections 3 & 10, Township 22S, Range 32E, Lea County, New Mexico.**

Containing **319.92** acres, more or less, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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

Date: 10/20/21

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

RH  
Pdd

**CORPORATE ACKNOWLEDGEMENT**

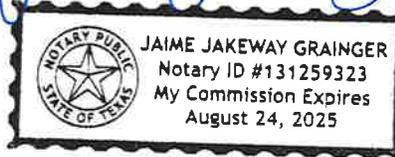
STATE OF TEXAS )

COUNTY OF DALLAS )

On this 20<sup>th</sup> day of October, 2021, before me, a Notary Public for the State of Texas, personally appeared Jonathan Filbert, known to me to be the Senior Vice President - Land of **Matador Production Company**, a Texas corporation, on behalf of said corporation.

8/24/2025  
My Commission Expires

Jaime Jakeway Grainger  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

MRC PERMIAN COMPANY

Date: 10/20/21

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

RH  
Pdd

MRC PERMIAN LKE COMPANY, LLC

Date: 10/20/21

By: [Signature]

Name: Jonathan Filbert

Title: Senior Vice President - Land

RH  
Pdd

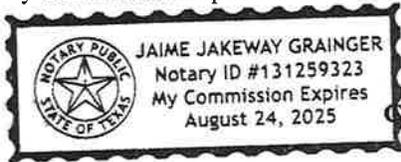
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF DALLAS )

On this 20<sup>th</sup> day of OCTOBER, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land of MRC Permian Company**, a Texas corporation, on behalf of said corporation.

8/24/2025  
My Commission Expires

[Signature]  
Notary Public



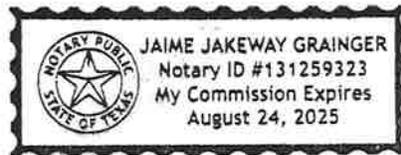
CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF DALLAS )

On this 20<sup>th</sup> day of OCTOBER, 2021, before me, a Notary Public for the State of Texas, personally appeared **Jonathan Filbert**, known to me to be the **Senior Vice President - Land of MRC Permian LKE Company, LLC**, a Texas corporation, on behalf of said corporation.

8/24/2025  
My Commission Expires

[Signature]  
Notary Public



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

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the of \_\_\_\_\_, on behalf of said corporation.

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged to me that he/she executed this said document in his/her official capacity.

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

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

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT:

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

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

BY:   
Signature of officer

Name: Jonathan Filbert

Title: Senior Vice President - Land

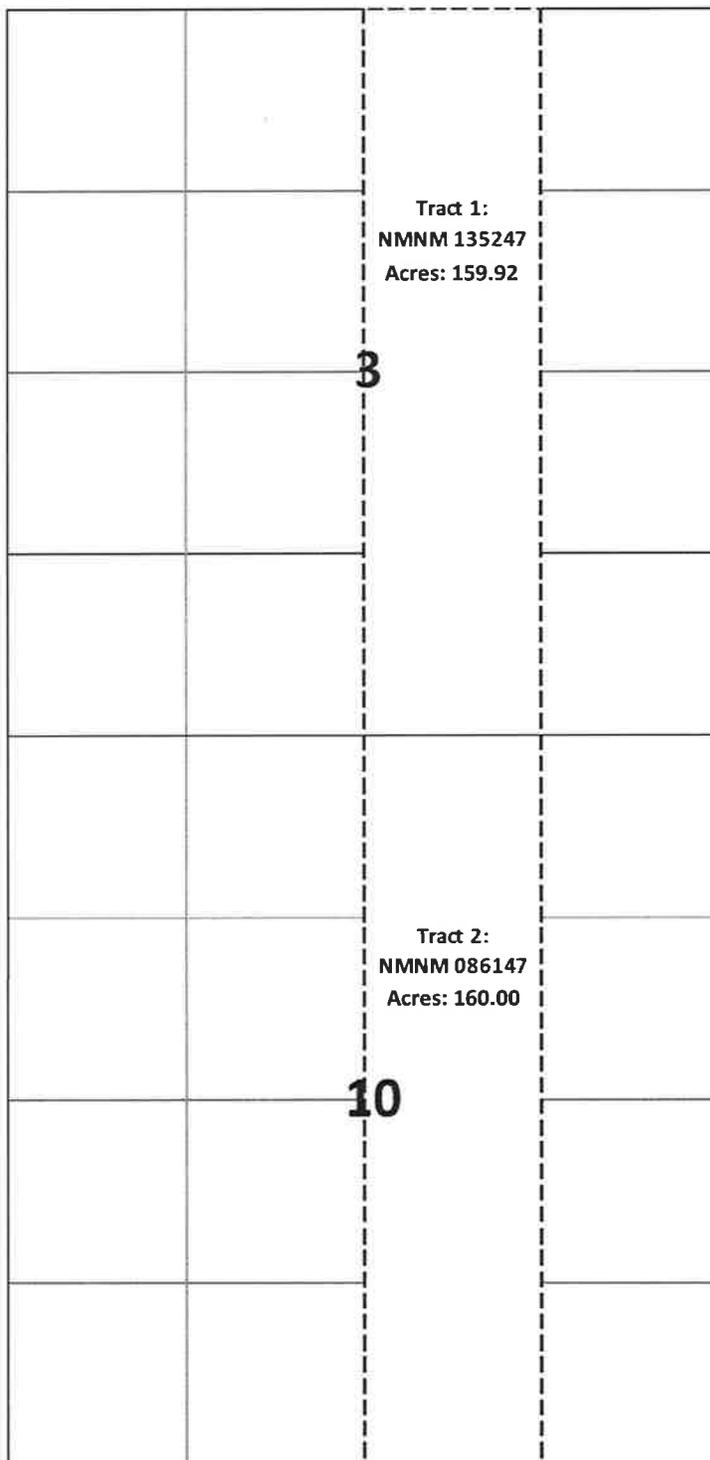
Phone number: (972)-371-5200

RH  
Pdd

### EXHIBIT "A"

Plat of communitized area covering **319.92** acres in the W/2E/2 of Sections 3 & 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

**Nina Cortell Fed Com 113H, 127H, 133H**



**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2E/2 of Sections 3 and 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

**Lease Serial No.:** NMNM 135247  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: Lot 2, SW/4NE/4, W/2SE/4  
**Number of Acres:** 159.92  
**Current Lessee of Record:** MRC Permian LKE Company, LLC  
**Name of Working Interest Owner(s):** MRC Permian LKE Company, LLC  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 2**

**Lease Serial No.:** NMNM 086147  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 10: W/2E/2  
**Number of Acres:** 160.00  
**Current Lessee of Record:** ConocoPhillips Company (*Compulsory Pooled*)  
**Name of Working Interest Owner(s):** ConocoPhillips Company (*Compulsory Pooled*)  
**Overriding Royalty Interest Owner(s):** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	159.92	49.99%
<b>2</b>	160.00	50.01%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>

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

IN THE MATTER OF APPLICATION FOR  
COMPULSORY POOLING SUBMITTED BY  
MATADOR PRODUCTION COMPANY

CASE NO. 21795  
ORDER NO. R-21666

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having heard these matters through a Hearing Examiner on April 8, 2021, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Orders:

**FINDINGS OF FACT**

1. Matador Production Company (“Operator”) submitted an application (“Application”) to compulsorily pool the uncommitted oil and gas interests within the spacing unit (“Unit”) described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A (“Well(s)”) to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

**CONCLUSIONS OF LAW**

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

- Page 60 of 119
10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
  11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
  12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
  13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
  14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

### ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by amending this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the

well (“Actual Well Costs”) out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest.”

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD’s order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well (“Supervision Charges”) shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled “Accounting Procedure-Joint Operations.”
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of

the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL  
DIRECTOR  
AES/kms

Date: 4/20/2021

CASE NO. 21795  
ORDER NO. R-21666

Exhibit "A"

<b>COMPULSORY POOLING APPLICATION CHECKLIST</b>	
<b>ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS</b>	
<b>Case:</b>	<b>21795</b>
<b>Date</b>	<b>April 8, 2021</b>
Applicant	Matador Production Company
Designated Operator & OGRID (affiliation if applicable)	Matador Production Company/OGRID No. 228937
Applicant's Counsel:	James Bruce
Case Title:	Application of Matador Production Company for Compulsory Pooling, Eddy County, New Mexico
Entries of Appearance/Intervenors:	ConocoPhillips Company/Holland & Hart LLP
Well Family	Nina Cortell Bone Spring Wells
<b>Formation/Pool</b>	
Formation Name(s) or Vertical Extent:	Bone Spring Formation
Primary Product (Oil or Gas):	Oil
Pooling this vertical extent:	Entire Bone Spring formation
Pool Name and Pool Code:	Bilbrey Basin; Bone Spring/Pool Code 5695
Well Location Setback Rules:	Statewide rules and current horizontal well rules
Spacing Unit Size:	Quarter-quarter sections/40 acres
<b>Spacing Unit</b>	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	320 acres
Building Blocks:	40 acres
Orientation:	South-North
Description: TRS/County	W/2E/2 §10 and W/2E/2 §3-22S-32E, NMPM, Lea County
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
<b>Other Situations</b>	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	
Applicant's Ownership in Each Tract	Exhibits C-2 and C-3
<b>Well(s)</b>	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	Nina Cortell Fed. Com. Well No. 127H, API No. Pending SHL: 244 FSL and 1230 FEL (Unit P) §10-22S-32E BHL: 60 feet FNL and 1980 feet FEL (Unit B) §3-22S-32E FTP: 100 FSL & 1980 FEL §10 LTP: 100 FNL & 1980 FEL §3 Bone Spring Sand/TVD 10850 feet/MD 21114 feet

EXHIBIT *E*

Horizontal Well First and Last Take Points	See above
Completion Target (Formation, TVD and MD)	See above
<b>AFE Capex and Operating Costs</b>	
Drilling Supervision/Month \$	\$8000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, page 4
Requested Risk Charge	Cost + 200%/Exhibit A, Case No. 21795
<b>Notice of Hearing</b>	
Proposed Notice of Hearing	Exhibit A
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit B
Proof of Published Notice of Hearing (10 days before hearing)	Not necessary
<b>Ownership Determination</b>	
Land Ownership Schematic of the Spacing Unit	Exhibits C-2 and C-3
Tract List (including lease numbers and owners)	Exhibit C-2
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	None
<b>Joinder</b>	
Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners ( <i>i.e.</i> Exhibit A of JOA)	Exhibit C-3
Chronology of Contact with Non-Joined Working Interests	Exhibit C-4
Overhead Rates In Proposal Letter	<b>\$8000/\$800</b>
Cost Estimate to Drill and Complete	Exhibit C-5
Cost Estimate to Equip Well	Exhibit C-5
Cost Estimate for Production Facilities	Exhibit C-5
<b>Geology</b>	
Summary (including special considerations)	Exhibit C
Spacing Unit Schematic	Exhibits C-1 and C-2
Gunbarrel/Lateral Trajectory Schematic	Exhibits D-2 and D-3
Well Orientation (with rationale)	Standup/Exhibit D
Target Formation	Bone Spring
HSU Cross Section	Exhibit D-3
Depth Severance Discussion	Not Applicable
<b>Forms, Figures and Tables</b>	
C-102	Exhibit C-1

Tracts	Exhibit C-1 and C-2
Summary of Interests, Unit Recapitulation (Tracts)	Exhibits C-1 and C-3
General Location Map (including basin)	Exhibit D-1
Well Bore Location Map	Exhibit C-1
Structure Contour Map - Subsea Depth	Exhibit D-2
Cross Section Location Map (including wells)	Exhibit D-3
Cross Section (including Landing Zone)	Exhibit D-3
<b>Additional Information</b>	
<b>CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.</b>	
Printed Name (Attorney or Party Representative):	James Bruce
Signed Name (Attorney or Party Representative):	<i>James Bruce</i>
Date:	April 6, 2021

CASE NO. 21795  
ORDER NO. R-21666

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of **November, 2021**, 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:

**Lot 2, SW/4NE/4, W/2SE/4 of Section 3 and the W/2E/2 of Section 10, Township 22S, Range 32E, Lea County, New Mexico.**

Containing **319.92** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2021**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**Operator: Matador Production Company**

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

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

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

### ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared 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 LKE Company, LLC**

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

Craig N. Adams Executive Vice President  
Print Name

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS)

COUNTY OF DALLAS)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared Craig N. Adams, known to me to be the Executive Vice President of MRC Permian LKE Company, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

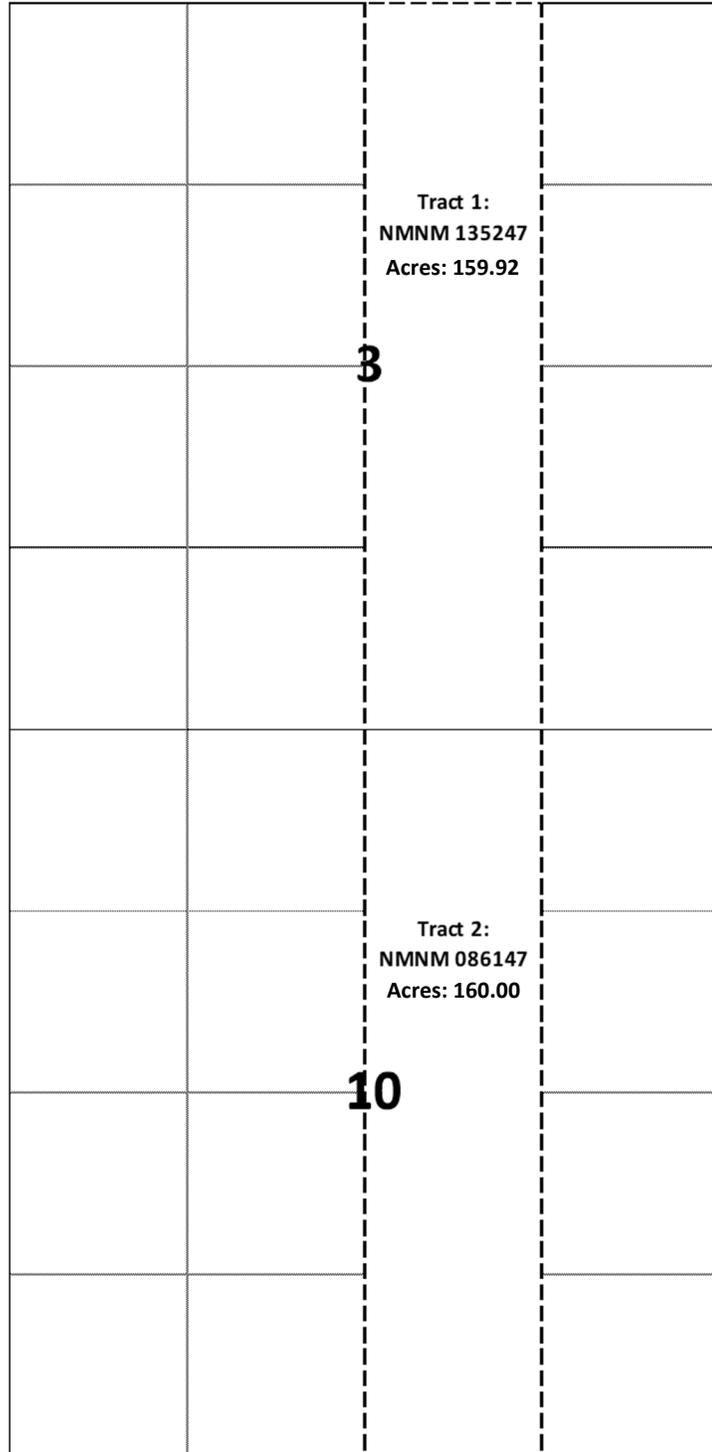
\_\_\_\_\_  
My Commission Expires

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

### EXHIBIT "A"

Plat of communitized area covering **319.92** acres in the Lot 2, SW/4NE/4, W/2SE/4 of Section 3 and the W/2E/2 of Section 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

#### Nina Cortell Fed Com #203H



**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated November 1, 2021 embracing the following described land in the Lot 2, SW/4NE/4, W/2SE/4 of Section 3 and the W/2E/2 of Section 10, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

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

**Lease Serial No.:** NMNM 135247  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: Lot 2, SW/4NE/4, W/2SE/4  
**Number of Acres:** 159.92  
**Current Lessee of Record:** MRC Permian LKE Company, LLC  
**Name of Working Interest Owner(s):** MRC Permian LKE Company, LLC  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 2**

**Lease Serial No.:** NMNM 086147  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 10: W/2E/2  
**Number of Acres:** 160.00  
**Current Lessee of Record:** ConocoPhillips Company (*Compulsory Pooled*)  
**Name of Working Interest Owner(s):** ConocoPhillips Company (*Compulsory Pooled*)  
**Overriding Royalty Interest Owner(s):** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	159.92	49.99%
<b>2</b>	160.00	50.01%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **25<sup>th</sup>** day of **August, 2022**, 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:

**Lot 1, SE/4NE/4 , E/2SE/4 of Section 3 and the E/2E/2 of Section 10, Township 22S, Range 32E, Lea County, New Mexico.**

Containing **319.92** acres, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the

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

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

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

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

10. The date of this agreement is **August 25, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

**Operator: Matador Production Company**

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

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

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

### ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared 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)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

### EXHIBIT "A"

Plat of communitized area covering **319.92** acres in the Lot 1, SE/4NE/4, E/2SE/4 of Section 3 and the E/2E/2, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

#### Nina Cortell Fed Com #114H

			<b>Tract 1 NMNM-135247 Acres 119.92</b>
	<b>3</b>		<b>Tract 2 Fee Acres 40.00</b>
			<b>Tract 1 NMNM-135247 Acres 119.92</b>
	<b>10</b>		<b>Tract 3 NMNM-086147 Acres 160.00</b>

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated August 25, 2022, embracing the following described land in the Lot 1, SE/4NE/4, E/2SE/4 of Section 3 and the E/2E/2, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

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

**Lease Serial No.:** NMNM 135247  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: NE/4NE/4 & the E/2SE/4  
**Number of Acres:** 119.92  
**Current Lessee of Record:** MRC Permian LKE Company, LLC  
**Name of Working Interest Owner(s):** MRC Permian LKE Company, LLC  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 2**

**Lease Serial No.:** Fee  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: SE/4NE/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owner(s):** MRC Permian Company  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 3**

**Lease Serial No.:** NMNM-086147  
**Description of Land Committed:** Township 22 South, Range 32 East, Sec 10: E/2E/2  
**Number of Acres:** 160.00  
**Current Lessee of Record:** ConocoPhillips Company  
(Compulsory Pooled)  
**Name of Working Interest Owner(s):** Conoco Phillips Company  
(Compulsory Pooled)  
**Overriding Royalty Interest Owners:** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	119.92	37.49%
<b>2</b>	40.00	12.50%
<b>3</b>	160.00	50.01%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the **25<sup>th</sup>** day of **August, 2022**, 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:

**Lot 1, SE/4NE/4 , E/2SE/4 of Section 3 and the E/2E/2 of Section 10, Township 22S, Range 32E, Lea County, New Mexico.**

Containing **319.92** acres, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

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

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

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

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

10. The date of this agreement is **August 25, 2022**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

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

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

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

**Operator: Matador Production Company**

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

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

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

### ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Texas, personally appeared 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)

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

Signature of office

Printed: Craig N. Adams

TITLE: Executive Vice President

Phone number : (972) -371-5200

### EXHIBIT "A"

Plat of communitized area covering 319.92 acres in the Lot 1, SE/4NE/4, E/2SE/4 of Section 3 and the E/2E/2, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

#### Nina Cortell Fed Com #204H

			<b>Tract 1 NMNM-135247 Acres 119.92</b>
	<b>3</b>		<b>Tract 2 Fee Acres 40.00</b>
			<b>Tract 1 NMNM-135247 Acres 119.92</b>
	<b>10</b>		<b>Tract 3 NMNM-086147 Acres 160.00</b>

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement Dated August 25, 2022, embracing the following described land in the Lot 1, SE/4NE/4, E/2SE/4 of Section 3 and the E/2E/2, Township 22 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

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

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

**Lease Serial No.:** NMNM 135247  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: NE/4NE/4 & the E/2SE/4  
**Number of Acres:** 119.92  
**Current Lessee of Record:** MRC Permian LKE Company, LLC  
**Name of Working Interest Owner(s):** MRC Permian LKE Company, LLC  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 2**

**Lease Serial No.:** Fee  
**Description of Land Committed:** Township 22 South, Range 32 East, Section 3: SE/4NE/4  
**Number of Acres:** 40.00  
**Current Lessee of Record:** MRC Permian Company  
**Name of Working Interest Owner(s):** MRC Permian Company  
**Overriding Royalty Interest Owner(s):** None

**Tract No. 3**

**Lease Serial No.:** NMNM-086147  
**Description of Land Committed:** Township 22 South, Range 32 East, Sec 10: E/2E/2  
**Number of Acres:** 160.00  
**Current Lessee of Record:** ConocoPhillips Company  
*(Compulsory Pooled)*  
**Name of Working Interest Owner(s):** Conoco Phillips Company  
*(Compulsory Pooled)*  
**Overriding Royalty Interest Owners:** None

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
<b>1</b>	119.92	37.49%
<b>2</b>	40.00	12.50%
<b>3</b>	160.00	50.01%
<b>Total</b>	<b>319.92</b>	<b>100.00%</b>

Owner Name	Address	City	State	Zip Code
1220 Minerals LLC	306 W. 7th Street, Suite 901	Fort Worth	TX	76102
Abyss Inc	3100 Lantana Lane	Midland	TX	79705-1600
Adley Properties LLC	PO Box 3327	Midland	TX	79702-3327
Adrian L. Dawe	710 Christopher Dr.	Pleasant Hill	MO	64080
Benco Energy Inc.	P. O. Box 29	Fort Worth	TX	76101
BJF Energy LLC	P. O. Box 1260	Fort Worth	TX	76101
Burlington Resources Oil & Gas Company	925 N. Eldridge Parkway	Houston	TX	77079
Burtex Investment II LP	5 Westover Rd.	Fort Worth	TX	76107
Capstan Properties LP	P.O. Box 11025	Midland	TX	79702
Christopher A. Broderick	2204 NE Chipman Rd.	Lees Summit	MO	64063
Cibolo Oil & Gas, LLC	3600 Bee Cave Rd., Ste 102	West Lake Hills	TX	78746
COG Operating LLC	550 West Texas Avenue Suite 100	Midland	TX	79701
Collins Permian LP	3824 Cedar Springs Rd # 414	Dallas	TX	75219-4136
CONOCOPHILLIPS COMPANY	550 West Texas Avenue, Suite 100	Midland	TX	79701
CTH Royalties, LLC	PO Box 1761	Aledo	TX	76008-1761
Curtis A. Anderson and Edna I. Anderson, as joint tenants with the right of survivorship	9314 Cherry Brook Ln	Frisco	TX	75033
Daniel E. Gonzales	5538 Bellflower Blvd	Lakewood	CA	90713
Dehlinger Revocable Trust	309 Matern Court	Horseshoe Bay	TX	78657-5883
Dianne Mary Gamache	20230 Atascocita Lake Dr.	Humble	TX	77346
Fortson Oil Company	301 Commerce St Ste 3301	Ft Worth	TX	76102-4133
Frankie Jo Mills, Trustee of The Jimmy Mills 2005 GST Trust	1602 Avenue J	Abernathy	TX	79311
Frankie Jo Mills, Trustee of The Jimmy Mills GST Trust	1602 Avenue J	Abernathy	TX	79311
HUNT OIL COMPANY	1900 North Akard St	DALLAS	TX	75201-2300
J. Hiram Moore, LTD	P.O. Box 94077	Southlake	TX	76092
Jack Lowry	15001 Spencer Mountain Dr	Jones	OK	73049-8606
James Edward Kaucher	20602 Lazerton Dr.	Katy	TX	77450
James Gordon DeBlois and Linda DeBlois, Trustees of The DeBlois Revocable Trust dated July 16, 2008	5300 Cortaderia Pl. NE	Albuquerque	NM	87111
Janice Eubank Tumlinson	23103 Holly Hollow St	Tomball	TX	77377
Jean Ann Tully Stell	10700 Academy Rd. NE APT# 1113	Albuquerque	NM	87111
JSG Energy LLC	6500 Homestead Blvd	Midland	TX	79707
Judson Exploration LP	PO Box 2052	Midland	TX	79702
Judson Land and Minerals LP	P.O. Box 2052	Midland	TX	79702
JVO, LLC	5910 N Central Expy Ste 1470	Dallas	TX	75206-5136
JWD Resources, LLC	PO Box 51908	Midland	TX	79710
Kathleen L. George	2004 SW Brighton Place	Blue Springs	MO	64015
KFD Energy LLC	P. O. Box 1260	Fort Worth	TX	76101
KMF Land LLC	Kimmeridge Mineral Fund, LP 1401 Lawrence St Ste 1750	Denver	CO	80202-2497
Lyra Properties LLC	PO Box 10885	Midland	TX	79702
Magic Dog Oil & Gas	P. O. Box 10708	Midland	TX	79702-0708
Marion 2011 Family Trust	Suite 1500, 801 Cherry St. – Unit #9	Fort Worth	TX	76102
Marjean Martin Murphy Heritage Tr	Marjean Martin Murphy Trustee 4374 Ranger Creek rd	Boerne	TX	78006-8167
McCurdy Energy LLC	2004 Humble Ave	Midland	TX	79705
MHM Resources, LP	10 Desta Drive, Suite 675E	Midland	TX	79705
Mountain Lion Oil & Gas LLC	7941 Katy Freeway #117	Houston	TX	77024
MRC Permian Company	5400 LBJ Freeway Ste 1500	Dallas	TX	75240

EXHIBIT 5

MRC Permian LKE Company, LLC	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
New Mexico State Land Office	P O Box 1148	Santa Fe	NM	87504
NM Royalty, LLC	P.O. Box 51908	Midland	TX	79710
Oak Valley Mineral and Land LP	P. O. Box 50820	Midland	TX	79710
Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627
Osprey Oil and Gas, LLC	2400 Humble Ave	Midland	TX	79705
Patsy Mills Baker, Trustee of The Patsy Mills Baker 2005 GST Trust	901 West 8th Street	Idalou	TX	79329
Patsy Mills Baker, Trustee of The Patsy Mills Baker GST Trust	901 West 8th Street	Idalou	TX	79329
Pheasant Energy, LLC	PO Box 471458	Fort Worth	TX	76147
Post Oak Crown Minerals LLC	34 S Wynden Dr Ste 210	Houston	TX	77056-2531
Richard C & Breida Geesaman	820 Pine St Gold HL	Boulder	CO	80302-8757
RICHARD K. BARR FAMILY TRUST	BEVERLY J. BARR, TRUSTEE	Southlake	TX	76092
	804 Park Vista Circle			
Richard Ward Kaucher	14315 Marks Way	Cypress	TX	77429
Robert G. Hooper	19223 Blue Cove Ct	Cypress	TX	77433
		Colorado		
Robert Peter Kaucher	3425 Foxridge Dr.	Springs	CO	80716
Ross A. Broderick, Trustee of the Ross A. Broderick Revocable Inter Vivos Trust	4285 SE 1147 Rd	Osceola	MO	64776
Scott E Wilson Bypass Trust	11644 Blalock Lane	Houston	TX	77024
Shumana Exploration LP	PO Box 3970	Midland	TX	79702
Sortida Resources LLC	PO Box 50820	Midland	TX	79710-0820
Taffrail Investments LP	c/o L&J Associates, LLC	Bronx	NY	10464
	57 Marine Street			
Theresa A. Broderick	1371 SW Heartwood Dr.	Lees Summit	MO	64081
V14 WI LP	5910 N Central Expressway, Ste 1470	Dallas	TX	75206-5136
	5910 North Central Expressway Suite			
V14, LP	1470	Dallas	TX	75206
Venable Oil, Ltd	PO Box 171	Tyler	TX	75710-0171
	5910 North Central Expressway Suite			
Venable Royalty, Ltd.	1470	Dallas	TX	75206
Wallace Family Partnership, LP	508 W. Wall St. Suite 1200	Midland	TX	79701
WBA Resources, Ltd	P.O. Box 50468	Midland	TX	79710
Wing Resources IV, LLC	2100 McKinney Ave Suite 1540	Dallas	TX	75201
WK Land Company	3300 Airport Rd	Boulder	CO	80301-5430
WPX Energy Permian, LLC	333 W. Sheridan Ave.	Oklahoma City	OK	73102
Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508



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

November 29, 2022

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

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the W/2 W/2 of Section 3 & 10, and the E/2 of Sections 3 & 10, Township 22 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from 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:

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

Sincerely,

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

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

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		1220 Minerals LLC	306 W 7th St Ste 901		Fort Worth	TX	76102-4929	Certified w/Return Receipt (Signature)	94148118 98765813 047536	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 1
31309	11/29/2022		Christopher A. Broderick	2204 NE Chipman Rd		Lees Summit	MO	64086-1727	Certified w/Return Receipt (Signature)	94148118 98765813 046966	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 10
31309	11/29/2022		Cibolo Oil & Gas, LLC	3600 Bee Caves Rd Ste 102		West Lake Hills	TX	78746-5374	Certified w/Return Receipt (Signature)	94148118 98765813 046904	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 11
31309	11/29/2022		COG Operating LLC	550 W Texas Ave Ste 100		Midland	TX	79701-4287	Certified w/Return Receipt (Signature)	94148118 98765813 046942	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 12
31309	11/29/2022		Collins Permian LP	3824 Cedar Springs Rd unit 414		Dallas	TX	75219-4136	Certified w/Return Receipt (Signature)	94148118 98765813 046973	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 13
31309	11/29/2022		ConocoPhillips Company	550 W Texas Ave Ste 100		Midland	TX	79701-4287	Certified w/Return Receipt (Signature)	94148118 98765813 046652	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 14

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		CTH Royalties, LLC	PO Box 1761		Aledo	TX	76008-1761	Certified w/Return Receipt (Signature)	94148118 98765813 046621	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 15
31309	11/29/2022	joint tenants with the right of survivorship	Curtis A. Anderson and Edna I. Anderson, as	9314 Cherry Brook Ln		Frisco	TX	75033-0651	Certified w/Return Receipt (Signature)	94148118 98765813 046607	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 16
31309	11/29/2022		Daniel E. Gonzales	5538 Bellflower Blvd		Lakewood	CA	90713-1418	Certified w/Return Receipt (Signature)	94148118 98765813 046690	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 17
31309	11/29/2022		Dehlinger Revocable Trust	309 Matern Ct		Horseshoe Bay	TX	78657-5883	Certified w/Return Receipt (Signature)	94148118 98765813 046645	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 18
31309	11/29/2022		Dianne Mary Gamache	20230 Atascocita Lake Dr		Humble	TX	77346-1659	Certified w/Return Receipt (Signature)	94148118 98765813 046683	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 19
31309	11/29/2022		Abyss Inc	3100 Lantana Ln		Midland	TX	79705-1600	Certified w/Return Receipt (Signature)	94148118 98765813 046256	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 2

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		Fortson Oil Company	301 Commerce St Ste 3301		Ft Worth	TX	76102-4133	Certified w/Return Receipt (Signature)	94148118 98765813 046638	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 20
31309	11/29/2022	The Jimmy Mills 2005 GST Trust	Frankie Jo Mills, Trustee of	1602 Avenue J		Abernathy	TX	79311-2010	Certified w/Return Receipt (Signature)	94148118 98765813 046676	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 21
31309	11/29/2022	The Jimmy Mills GST Trust	Frankie Jo Mills, Trustee of	1602 Avenue J		Abernathy	TX	79311-2010	Certified w/Return Receipt (Signature)	94148118 98765813 046119	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 22
31309	11/29/2022		HUNT OIL COMPANY	1900 N Akard St		Dallas	TX	75201-2729	Certified w/Return Receipt (Signature)	94148118 98765813 046157	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 23
31309	11/29/2022		J. Hiram Moore, LTD	PO Box 94077		Southlake	TX	76092-0120	Certified w/Return Receipt (Signature)	94148118 98765813 046164	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 24
31309	11/29/2022		Jack Lowry	15001 Spencer Mountain Dr		Jones	OK	73049-8606	Certified w/Return Receipt (Signature)	94148118 98765813 046126	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 25

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		James Edward Kaucher	20602 Laverton Dr		Katy	TX	77450-1914	Certified w/Return Receipt (Signature)	94148118 98765813 046102	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 26
31309	11/29/2022	Trustees of The DeBlois Revocable Trust dated	James Gordon DeBlois and Linda DeBlois,	5300 Cortaderia Pl NE	July 16, 2008	Albuquerque	NM	87111-8058	Certified w/Return Receipt (Signature)	94148118 98765813 046195	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 27
31309	11/29/2022		Janice Eubank Tumlinson	23103 Holly Hollow St		Tomball	TX	77377-3680	Certified w/Return Receipt (Signature)	94148118 98765813 046140	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 28
31309	11/29/2022		Jean Ann Tully Stell	10700 Academy Rd NE Apt 1113		Albuquerque	NM	87111-7332	Certified w/Return Receipt (Signature)	94148118 98765813 046133	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 29
31309	11/29/2022		Adley Properties LLC	PO Box 3327		Midland	TX	79702-3327	Certified w/Return Receipt (Signature)	94148118 98765813 046270	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 3
31309	11/29/2022		JSG Energy LLC	6500 Homestead Blvd		Midland	TX	79707-5080	Certified w/Return Receipt (Signature)	94148118 98765813 046317	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 30

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		Judson Exploration LP	PO Box 2052		Midland	TX	79702-2052	Certified w/Return Receipt (Signature)	94148118 98765813 046355	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 31
31309	11/29/2022		Judson Land and Minerals LP	PO Box 2052		Midland	TX	79702-2052	Certified w/Return Receipt (Signature)	94148118 98765813 046362	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 32
31309	11/29/2022		JVO, LLC	5910 N Central Expy Ste 1470		Dallas	TX	75206-5136	Certified w/Return Receipt (Signature)	94148118 98765813 046324	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 33
31309	11/29/2022		JWD Resources, LLC	PO Box 51908		Midland	TX	79710-1908	Certified w/Return Receipt (Signature)	94148118 98765813 046300	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 34
31309	11/29/2022		Kathleen L. George	2004 SW Brighton PI		Blue Springs	MO	64015-7157	Certified w/Return Receipt (Signature)	94148118 98765813 046393	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 35
31309	11/29/2022		KFD Energy LLC	PO Box 1260		Fort Worth	TX	76101-1260	Certified w/Return Receipt (Signature)	94148118 98765813 046348	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 36

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		KMF Land LLC, Kimmeridge Mineral Fund, LP	1401 Lawrence St Ste 1750		Denver	CO	80202-3074	Certified w/Return Receipt (Signature)	94148118 98765813 046386	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 37
31309	11/29/2022		Lyra Properties LLC	PO Box 10885		Midland	TX	79702	Certified w/Return Receipt (Signature)	94148118 98765813 046331	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 38
31309	11/29/2022		Magic Dog Oil & Gas	PO Box 10708		Midland	TX	79702-7708	Certified w/Return Receipt (Signature)	94148118 98765813 046379	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 39
31309	11/29/2022		Adrian L. Dawe	710 Christopher Dr		Pleasant Hill	MO	64080-1083	Certified w/Return Receipt (Signature)	94148118 98765813 046867	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 4
31309	11/29/2022		Marion 2011 Family Trust	801 Cherry St Unit 9 Suite 1500 Unit		Fort Worth	TX	76102-6881	Certified w/Return Receipt (Signature)	94148118 98765813 046010	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 40
31309	11/29/2022	Marjean Martin Murphy Heritage Tr,	Marjean Martin Murphy Trustee	4374 Ranger Creek Rd		Boerne	TX	78006-8167	Certified w/Return Receipt (Signature)	94148118 98765813 046058	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 41

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		McCurdy Energy LLC	2004 Humble Ave		Midland	TX	79705-8625	Certified w/Return Receipt (Signature)	94148118 98765813 046065	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 42
31309	11/29/2022		MHM Resources, LP	10 Desta Dr Ste 675E		Midland	TX	79705-4545	Certified w/Return Receipt (Signature)	94148118 98765813 046003	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 43
31309	11/29/2022		Mountain Lion Oil & Gas LLC	7941 Katy Fwy unit 117		Houston	TX	77024-1924	Certified w/Return Receipt (Signature)	94148118 98765813 046416	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 44
31309	11/29/2022		MRC Permian Company	5400 Lbj Fwy Ste 1500		Dallas	TX	75240-1017	Certified w/Return Receipt (Signature)	94148118 98765813 046454	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 45
31309	11/29/2022		MRC Permian LKE Company, LLC	5400 Lbj Fwy Ste 1500		Dallas	TX	75240-1017	Certified w/Return Receipt (Signature)	94148118 98765813 046461	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 46
31309	11/29/2022		New Mexico State Land Office	PO Box 1148		Santa Fe	NM	87504-1148	Certified w/Return Receipt (Signature)	94148118 98765813 046423	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 47

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		NM Royalty, LLC	PO Box 51908		Midland	TX	79710-1908	Certified w/Return Receipt (Signature)	94148118 98765813 046409	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 48
31309	11/29/2022		Oak Valley Mineral and Land LP	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	94148118 98765813 046492	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 49
31309	11/29/2022		Benco Energy Inc.	PO Box 29		Fort Worth	TX	76101-0029	Certified w/Return Receipt (Signature)	94148118 98765813 046836	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 5
31309	11/29/2022		Office of Natural Resources	PO Box 25627		Denver	CO	80225-0627	Certified w/Return Receipt (Signature)	94148118 98765813 046447	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 50
31309	11/29/2022		Osprey Oil and Gas, LLC	2400 Humble Ave		Midland	TX	79705-8511	Certified w/Return Receipt (Signature)	94148118 98765813 046485	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 51
31309	11/29/2022	The Patsy Mills Baker 2005 GST Trust	Patsy Mills Baker, Trustee of	901 W 8th St		Idalou	TX	79329-9058	Certified w/Return Receipt (Signature)	94148118 98765813 046430	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 52

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022	The Patsy Mills Baker GST Trust	Patsy Mills Baker, Trustee of	901 W 8th St		Idalou	TX	79329-9058	Certified w/Return Receipt (Signature)	94148118 98765813 046478	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 53
31309	11/29/2022		Pheasant Energy, LLC	PO Box 471458		Fort Worth	TX	76147-1458	Certified w/Return Receipt (Signature)	94148118 98765813 046515	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 54
31309	11/29/2022		Post Oak Crown Minerals LLC	34 S Wynden Dr Ste 210		Houston	TX	77056-2531	Certified w/Return Receipt (Signature)	94148118 98765813 046553	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 55
31309	11/29/2022		Richard C & Breida Geesaman	820 Pine St Gold HI		Boulder	CO	80302-4744	Certified w/Return Receipt (Signature)	94148118 98765813 046560	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 56
31309	11/29/2022	Richard K. Barr Family Trust,	Beverly J. Barr, Trustee	804 Park Vista Cir		Southlake	TX	76092-4342	Certified w/Return Receipt (Signature)	94148118 98765813 046508	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 57
31309	11/29/2022		Richard Ward Kaucher	14315 Marks Way		Cypress	TX	77429-3748	Certified w/Return Receipt (Signature)	94148118 98765813 046591	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 58

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		Robert G. Hooper	19223 Blue Cove Ct		Cypress	TX	77433-6302	Certified w/Return Receipt (Signature)	94148118 98765813 046546	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 59
31309	11/29/2022		BJF Energy LLC	PO Box 1260		Fort Worth	TX	76101-1260	Certified w/Return Receipt (Signature)	94148118 98765813 046751	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 6
31309	11/29/2022		Robert Peter Kaucher	3425 Foxridge Dr		Colorado Springs	CO	80916-3398	Certified w/Return Receipt (Signature)	94148118 98765813 046584	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 60
31309	11/29/2022	Ross A. Broderick Revocable Inter Vivos Trust	Ross A. Broderick, Trustee of the R	4285 SE 1147 Rd		Osceola	MO	64776-6259	Certified w/Return Receipt (Signature)	94148118 98765813 046539	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 61
31309	11/29/2022		Scott E Wilson Bypass Trust	11644 Blalock Ln		Houston	TX	77024-7305	Certified w/Return Receipt (Signature)	94148118 98765813 041213	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 62
31309	11/29/2022		Shumana Exploration LP	PO Box 3970		Midland	TX	79702	Certified w/Return Receipt (Signature)	94148118 98765813 041268	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 63

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		Sortida Resources LLC	PO Box 50820		Midland	TX	79710-0820	Certified w/Return Receipt (Signature)	94148118 98765813 041220	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 64
31309	11/29/2022	Taffrail Investments LP	c/o L&J Associates, LLC	57 Marine St		Bronx	NY	10464-1623	Certified w/Return Receipt (Signature)	94148118 98765813 041206	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 65
31309	11/29/2022		Theresa A. Broderick	1371 SW Heartwood Dr		Lees Summit	MO	64081-2491	Certified w/Return Receipt (Signature)	94148118 98765813 041244	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 66
31309	11/29/2022		V14 WI LP	5910 N Central Expy Ste 1470		Dallas	TX	75206-5136	Certified w/Return Receipt (Signature)	94148118 98765813 041237	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 67
31309	11/29/2022		V14, LP	5910 N Central Expy Ste 1470		Dallas	TX	75206-5136	Certified w/Return Receipt (Signature)	94148118 98765813 041275	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 68
31309	11/29/2022		Venable Oil, Ltd	PO Box 171		Tyler	TX	75710-0171	Certified w/Return Receipt (Signature)	94148118 98765813 041817	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 69

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		Burlington Resources Oil & Gas Company	925 N Eldridge Pkwy		Houston	TX	77079-2703	Certified w/Return Receipt (Signature)	94148118 98765813 046706	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 7
31309	11/29/2022		Venable Royalty, Ltd.	5910 N Central Expy Ste 1470		Dallas	TX	75206-5136	Certified w/Return Receipt (Signature)	94148118 98765813 041855	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 70
31309	11/29/2022		Wallace Family Partnership, LP	508 W Wall St Ste 1200		Midland	TX	79701-5076	Certified w/Return Receipt (Signature)	94148118 98765813 041862	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 71
31309	11/29/2022		WBA Resources, Ltd	PO Box 50468		Midland	TX	79710-0468	Certified w/Return Receipt (Signature)	94148118 98765813 041824	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 72
31309	11/29/2022		Wing Resources IV, LLC	2100 McKinney Ave Ste 1540		Dallas	TX	75201-2140	Certified w/Return Receipt (Signature)	94148118 98765813 041800	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 73
31309	11/29/2022		WK Land Company	3300 Airport Rd		Boulder	CO	80301-5430	Certified w/Return Receipt (Signature)	94148118 98765813 041886	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 74

**MANIFEST - 73507 - MRC\_Nina Cortell PLC C107B**

Parent ID	Mail Date	Company	Name	Address_1	Address_2	City	ST	Zip	MailClass	TrackingNo	Well
31309	11/29/2022		WPX Energy Permian, LLC	333 W Sheridan Ave		Oklahoma City	OK	73102-5010	Certified w/Return Receipt (Signature)	94148118 98765813 041831	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 75
31309	11/29/2022		Bureau of Land Management	301 Dinosaur Trl		Santa Fe	NM	87508-1560	Certified w/Return Receipt (Signature)	94148118 98765813 041879	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 76
31309	11/29/2022		Burtex Investment II LP	5 Westover Rd		Fort Worth	TX	76107-3104	Certified w/Return Receipt (Signature)	94148118 98765813 046782	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 8
31309	11/29/2022		Capstan Properties LP	PO Box 11025		Midland	TX	79702-8025	Certified w/Return Receipt (Signature)	94148118 98765813 046911	73507 - MRC_Nina Cortell PLC C107B - notice LIST - 9

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Paula M. Vance](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-865  
**Date:** Friday, March 31, 2023 3:34:56 PM  
**Attachments:** [PLC865 Order.pdf](#)

NMOCD has issued Administrative Order PLC-865 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49627	Nina Cortell Federal Com #125H	W/2 W/2	3-22S-32E	5695
		W/2 W/2	10-22S-32E	
30-025-50513	Nina Cortell Federal Com #133H	W/2 E/2	3-22S-32E	5695
		W/2 E/2	10-22S-32E	
30-025-50801	Nina Cortell Federal Com #134H	E/2 E/2	3-22S-32E	5695
		E/2 E/2	10-22S-32E	
30-025-49628	Nina Cortell Federal Com #203H	W/2 E/2	3-22S-32E	98166
		W/2 E/2	10-22S-32E	
30-025-49629	Nina Cortell Federal Com #204H	E/2 E/2	3-22S-32E	98166
		E/2 E/2	10-22S-32E	

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

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

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

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

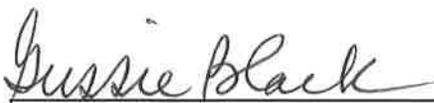
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated November 30, 2022 and ending with the issue dated November 30, 2022.



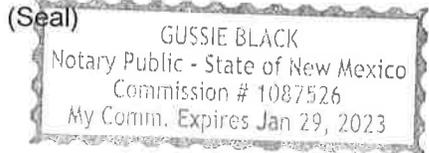
Publisher

Sworn and subscribed to before me this 30th day of November 2022.



Business Manager

My commission expires January 29, 2023



## LEGAL NOTICE November 30, 2022

To: All affected parties, including: 1220 Minerals LLC; Abyss Inc; Adley Properties LLC; Adrian L. Dawe, his or her heirs and devisees; Benco Energy Inc.; BJB Energy LLC; Burlington Resources Oil & Gas Company; Burtex Investment II LP; Capstan Properties LP; Christopher A. Broderick, his heirs and devisees; Cibolo Oil & Gas, LLC; COG Operating LLC; Collins Permian LP; ConocoPhillips Company; CTH Royalties, LLC; Curtis A. Anderson and Edna I. Anderson, as joint tenants with the right of survivorship, their heirs and devisees; Daniel E. Gonzales, his heirs and devisees; Dehlinger Revocable Trust; Dianne Mary Gamache, her heirs and devisees; Fortson Oil Company; Frankie Jo Mills, Trustee of The Jimmy Mills 2005 GST Trust; Frankie Jo Mills, Trustee of The Jimmy Mills GST Trust; Hunt Oil Company; J. Hiram Moore, LTD; Jack Lowry, his heirs and devisees; James Edward Kaucher, his heirs and devisees; James Gordon DeBlois and Linda DeBlois, Trustees of The DeBlois Revocable Trust dated July 16, 2008; Janice Eubank Tuminson, her heirs and devisees; Jean Ann Tully Stell, her heirs and devisees; JSG Energy LLC; Judson Exploration LP; Judson Land and Minerals LP; JVO, LLC; JWD Resources, LLC; Kathleen L. George, her heirs and devisees; KFD Energy LLC; KMF Land LLC; Lyra Properties LLC; Magic Dog Oil & Gas; Marion 2011 Family Trust; Marjean Martin Murphy Heritage Tr; McCurdy Energy LLC; MHM Resources, LP; Mountain Lion Oil & Gas LLC; MRC Permian Company; MRC Permian LKE Company, LLC; New Mexico State Land Office; NM Royalty, LLC; Oak Valley Mineral and Land LP; Office of Natural Resources; Osprey Oil and Gas, LLC; Patsy Mills Baker, Trustee of The Patsy Mills Baker 2005 GST Trust; Patsy Mills Baker, Trustee of The Patsy Mills Baker GST Trust; Pheasant Energy, LLC; Post Oak Crown Minerals LLC; Richard C & Breida Geesaman, their heirs and devisees; Richard K. Barr Family Trust; Richard Ward Kaucher, his heirs and devisees; Robert G. Hooper, his heirs and devisees; Robert Peter Kaucher, his heirs and devisees; Ross A. Broderick, Trustee of the Ross A. Broderick Revocable Inter Vivos Trust; Scott E. Wilson Bypass Trust; Shumana Exploration LP; Sortida Resources LLC; Taffrail Investments LP; Theresa A. Broderick, her heirs and devisees; V14 WI LP; V14, LP; Venable Oil, Ltd; Venable Royalty, Ltd.; Wallace Family Partnership, LP; WBA Energy Resources, Ltd; Wing Resources IV, LLC; WK Land Company; WPX Energy Permian, LLC; and Bureau of Land Management.

Application of Matador Production Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of the W/2 W/2 of Section 3 & 10, and the E/2 of Sections 3 & 10, Township 22 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the Nina Cortell South Tank Battery insofar as all existing and future infill wells drilled in the following spacing units:

- (a) The 319.92-acre spacing unit comprised of the W/2 W/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #125H** (API. No. 30-025-49627)
- (b) The 319.92-acre spacing unit comprised of the W/2 E/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #133H** (API. No. 30-025-50513);
- (c) The 319.92-acre spacing unit comprised of the E/2 E/2 of Sections 3 and 10, in the Bilbrey Basin, Bone Spring [5695] – currently dedicated to the **Nina Cortell Fed Com #134H** (API. No. 30-025-50801);
- (d) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 3 and 10, in the WC-025 G-09 S233216K, UPR Wolfcamp [98166] – currently dedicated to the **Nina Cortell Fed Com #203H** (API. No. 30-025-49628);
- (e) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 3 and 10, in the WC-025 G-09 S233216K, UPR Wolfcamp [98166] – currently dedicated to the **Nina Cortell Fed Com #204H** (API. No. 30-025-49629); and
- (f) Pursuant to 19.15.12.10.C(4)(g), *future Bilbrey Basin, Bone Spring [5695] and WC-025 G-09 S233216K, UPR Wolfcamp [98166] spacing units connected to the Nina Cortell South Tank Battery with notice provided only to the owners of interests to be added.*

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Kyle Perkins, Matador Production Company, (972) 371-5202 or KPerkins@matadorresources.com. #00273448

67100754

00273448

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

HOLLAND & HART LLC  
PO BOX 2208  
SANTA FE, NM 87504-2208

**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-865**

**ORDER**

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

**FINDINGS OF FACT**

1. Matador Production Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. 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 of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

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

### **ORDER**

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

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

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

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

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

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

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later

than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

  
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**DYLAN M. FUGE**  
**DIRECTOR (ACTING)**

DATE: 3/30/23

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: PLC-865**

**Operator: Matador Production Company (228937)**

**Central Tank Battery: Nina Cortell South Tank Battery**

**Central Tank Battery Location: UL O, Section 10, Township 22 South, Range 32 East**

**Gas Title Transfer Meter Location: UL O, Section 10, Township 22 South, Range 32 East**

### Pools

Pool Name	Pool Code
BILBREY BASIN;BONE SPRING	5695
WC-025 G-09 S233216K;UPR WOLFCAMP	98166

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

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105720807 (143833)	W/2 W/2	3-22S-32E
	W/2 W/2	10-22S-32E
NMNM 105305436 (135247)	E/2 minus H	3-22S-32E
Fee	H	3-22S-32E
NMNM 105417983 (086147)	E/2	10-22S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49627	Nina Cortell Federal Com #125H	W/2 W/2	3-22S-32E	5695
		W/2 W/2	10-22S-32E	
30-025-50513	Nina Cortell Federal Com #133H	W/2 E/2	3-22S-32E	5695
		W/2 E/2	10-22S-32E	
30-025-50801	Nina Cortell Federal Com #134H	E/2 E/2	3-22S-32E	5695
		E/2 E/2	10-22S-32E	
30-025-49628	Nina Cortell Federal Com #203H	W/2 E/2	3-22S-32E	98166
		W/2 E/2	10-22S-32E	
30-025-49629	Nina Cortell Federal Com #204H	E/2 E/2	3-22S-32E	98166
		E/2 E/2	10-22S-32E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-865  
Operator: Matador Production Company (228937)

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105724617 (143942)	W/2 E/2	3-22S-32E	319.92	A
	W/2 E/2	10-22S-32E		
CA Bone Spring BLM	E/2 E/2	3-22S-32E	319.92	B
	E/2 E/2	10-22S-32E		
CA Wolfcamp NMNM 105762321	W/2 E/2	3-22S-32E	319.92	C
	W/2 E/2	10-22S-32E		
CA Wolfcamp NMNM 105823709	E/2 E/2	3-22S-32E	319.92	D
	E/2 E/2	10-22S-32E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105305436 (135247)	W/2 E/2	3-22S-32E	159.92	A
NMNM 105417983 (086147)	W/2 E/2	10-22S-32E	160	A
NMNM 105305436 (135247)	A I P	3-22S-32E	119.92	B
Fee	H	3-22S-32E	40	B
NMNM 105417983 (086147)	E/2 E/2	10-22S-32E	160	B
NMNM 105305436 (135247)	W/2 E/2	3-22S-32E	159.92	C
NMNM 105417983 (086147)	W/2 E/2	10-22S-32E	160	C
NMNM 105305436 (135247)	A I P	3-22S-32E	119.92	D
Fee	H	3-22S-32E	40	D
NMNM 105417983 (086147)	E/2 E/2	10-22S-32E	160	D

**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 162541

**CONDITIONS**

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 162541
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclore	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	3/31/2023