Office	State of New Mexico	Form C-18931
District I – (575) 393-6161	Energy, Minerals and Natural Resources	Revised July 18, 2013
1625 N. French Dr., Hobbs, NM 88240		WELL API NO.
District II – (575) 748-1283 811 S. First St. Artesia, NM 88210 OIL CONSERVATION DIVISION		30-025-46432
811 S. First St., Artesia, NM 88210 District III – (505) 334-6178	1220 South St. Francis Dr.	5. Indicate Type of Lease
1000 Rio Brazos Rd., Aztec, NM 87410		STATE FEE
<u>District IV</u> – (505) 476-3460	Santa Fe, NM 87505	6. State Oil & Gas Lease No.
1220 S. St. Francis Dr., Santa Fe, NM		V056943; E019211
87505	ICEC AND DEPORTS ON WELLS	7 Laga Nama ay Unit Agyaamant Nama
	ICES AND REPORTS ON WELLS SALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A	7. Lease Name or Unit Agreement Name Uncle Ches 2116 Fed Com
	CATION FOR PERMIT" (FORM C-101) FOR SUCH	Uncle Ches 2116 Fed Com
PROPOSALS.)	(10121101110110101010110101011010110101	0 W 11 N 1 #100H
1. Type of Well: Oil Well	Gas Well Other	8. Well Number #122H
2. Name of Operator		9. OGRID Number 228937
Matador Production Company		
3. Address of Operator		10. Pool name or Wildcat
5400 LBJ Fwy, Suite 1500, Dallas,	, Texas 75240	Featherstone; Bone Spring
4. Well Location		
Unit Letter N	: 260 feet from the S line an	d 1827 feet from the W line
Section 21	Township 20S Range 35	
	11. Elevation (Show whether DR, RKB, RT, GR, etc.	
LANGE VINE AND A SECOND	3716	
12. Check A	Appropriate Box to Indicate Nature of Notice	, Report or Other Data
NOTICE OF IN		BSEQUENT REPORT OF:
PERFORM REMEDIAL WORK	PLUG AND ABANDON REMEDIAL WO	RK ☐ ALTERING CASING ☐
TEMPORARILY ABANDON	CHANGE PLANS	RILLING OPNS. P AND A
PULL OR ALTER CASING	MULTIPLE COMPL CASING/CEME	NT JOB
DOWNHOLE COMMINGLE		
CLOSED-LOOP SYSTEM	Marine San	
	OTUED.	
OTHER:	OTHER:	
		nd give pertinent dates, including estimated date
13. Describe proposed or comp	pleted operations. (Clearly state all pertinent details, a	
13. Describe proposed or comp of starting any proposed we	oleted operations. (Clearly state all pertinent details, a ork). SEE RULE 19.15.7.14 NMAC. For Multiple C	
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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

August 29th, 2022

Jaime Grainger MRC Permian Company 5400 LBJ Freeway, Suite 1500 Dallas, TX 75240

Re:

Communitization Agreement Approval

Uncle Ches 21 16 Federal Com #122H

Vertical Extent: Bone Spring

Township: 20 South, Range 35 East, NMPM

Section 16: E2W2 Section 21: E2W2

Lea County, New Mexico

Dear Ms. Grainger,

The Commissioner of Public Lands has this date approved the Uncle Ches 21 16 Federal Com #122H Communitization Agreement for the Bone Spring formation effective 07-20-2021. 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,

Baylen Lamkin

B. Lamkin

Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Matador Production Company
Uncle Ches 21 16 Federal Com #122H
Bone Spring
Township: 20 South, Range: 35 East, NMPM
Section 16: E2W2
Section 21: E2W2

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 July 20, 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 29th day of August, 2022.

MM SSIONER 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
Uncle Ches 21 16 Federal Com #122H
Bone Spring
Township: 20 South, Range: 35 East, NMPM
Section 16: E2W2
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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
Uncle Ches 21 16 Federal Com #122H
Bone Spring
Township: 20 South, Range: 35 East, NMPM
Section 16: E2W2
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 29th day of August, 2022.

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 August, 2021

ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-025-46432

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,"

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 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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 E2W2 of Sections 16 and 21

Sect(s) 16&21 , T 20S , R 35E , NMPM Lea

County, NM

containing 320.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation or pool, underlying said lands and the oil and gas (hereinafter referred to as

"communitized substances") producible from such formation.

ONLINE version August 2021 State/Fed/Fee

1

- 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.

ONLINE version August 2021

- 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 or 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.
- 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 **July** Month **20** Day, **2021** 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 from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; 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.
- 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.

2027 科局 23 科1 9: 30

- It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized 12. 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.
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Operator:		
Matador Production Company		2022
By: Craig N. Adams Executive Vice President	- NEW ®	1011 AUG 23
Date:		9
	ACKNOWLEDGEMENT	3 0
STATE OF TEXAS	§	
COUNTY OF DALLAS	§	
This instrument was acknowledged be Vice President for Matador Production Con	efore me on, 2021, by on pany, on behalf of said corporation.	Craig N. Adams, as Executive
	Signature	
	Name (Print)	
	My commission expires State/Fed/Fee	

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

By: Craig N. Adams Executive Vice President Date:	NFed so
Acknowledgment in	a Representative Capacity
STATE OF TEXAS	§
COUNTY OF DALLAS	§
This instrument was acknowledged before me on Vice President, for MRC Permian Company on behalf	, 2021, by Craig N. Adams, as Executive of said corporation.
	Signature
	Name (Print)
	My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

-(.1	ConocoPhillips Company	Mar
Date: 9921	By:	_*.
	Name: Sean Johnson	<u> </u>
	Title: Attorney - In-Fact	

ACKNOWLEDGEMENT

ACRITOWIEDGEMENT
STATE OF TEXAS) COUNTY Midland)
The foregoing instrument was acknowledged before me this 9th day of September, 2021, by Sean Johnson, in his/her capacity as Attorney-In-Fact of Conoco Phillips Company, on behalf of said corporation.
My Commission Expires: Notary Public
Liz Williams Notary Public, State of Texas Notary ID 12921793-4 My Commission Exp. 11-29-2024

2022 AUS 23 AN 9: 30

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

	()01.	
Date: 3-1-202Z	By: Comment of the	0
	Name: RICHARD R. ALBRO	80
	Title:	

Caza Petroleum, LLC

ACKNOWLEDGEMENT

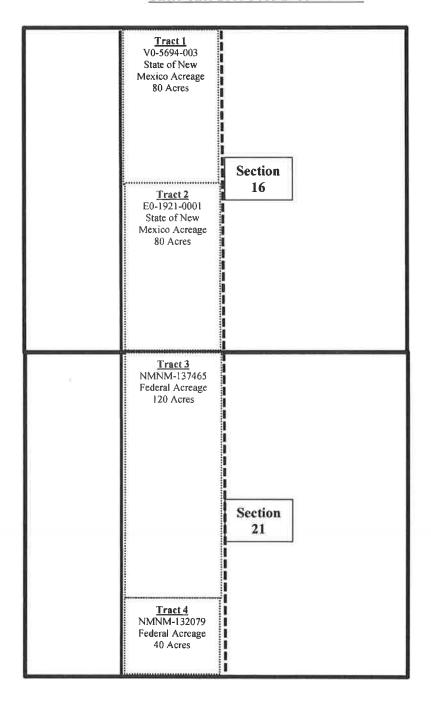
STATE OF TOYAS)				
COUNTY Harris)			V V	
Pichard RHIGO	strument was acknow in his/her	ledged before me capacity as , on behalf of said	Vice HES	March, 2023,	by of
My Commission Expires:	5-70-2025	Notary Publ	rat Ros	Juan Juan	
Notar	TA J ROBERTS y ID #5519012 smission Expires by 30, 2025				

2022 AUS 23 AM 9: 3

EXHIBIT A

To Communitization Agreement dated <u>July 20 , 2021</u>
Plat of communitized area covering the: Subdivisions <u>E2W2 of Section 16 & 21, T 20S , R 35E , NMPM, Lea, County, NM.</u>

Uncle Ches 2116 Federal Com #122H



_2021 , embracing the

EXHIBIT B To Communitization Agreement dated July 20

Subdivisions E2W2 of Section 16 & 21, T 20S, R 35E, NMPM, Lea	County, NM.	
Operator of Communitized Area: Matador Production Company		
DESCRIPTION OF LEASES COMMITTED TRACT NO. 1		
Lease Serial No.: V0-5694-003		
Lease Date: 1/1/2000		
Lessor: State of New Mexico		
Present Lessee: MRC Permian Company		
Description of Land Committed: Subdivisions <u>E/2NW/4</u>		,
Sect 16 , Twp 20S , Rng 35E NMPM, Lea		NM
Number of Acres: 80		
Name of WIOwness MRC Permian Company Caza Petroleum, LLC Alpha Energy Partners, LLC		
TRACT NO. 2		
Lease Serial No.: <u>E0-1921-0001</u>		
Lease Date: <u>6/10/1948</u>		
Lessor: State of New Mexico		
Present Lessee: Conoco Phillips Company		
Description of Land Committed: Subdivisions <u>E/2SW/4</u>		,
Sect 16 , Twp 20S , Rng 35E NMPM, Lea	County,	NM
Number of Acres: 80		
Name of WIOwners Conoco Phillips Caza Petroleum, LLC		
TRACT NO. 3		
Lease Serial No.: NMNM 137465		
Lease Date: <u>3/30/2018</u>		
Lessor: United States of America		
Present Lessee: MRC Permian Company		
Description of Land Committed: Subdivisions <u>E/2NW/4 & NE/4SW/4</u>		,
Sect_21, Twp_20S, Rng 35E, NMPM, Lea	County, N	M
Number of Acres: 120		
Name of WI Owners: MRC Permian Company		

ONLINE version August 2021

TRACT NO. 4

Lease Serial No.:	NMNM 132079	
Lease Date:	5/21/2014	
Lessor:	United States of America	
Present Lessee:	MRC Permian Company	
Description of La	and Committed: Subdivisions_SE/4SW/4	
Sect_21, Tw	p. 20S , Rng. 35E , NMPM, Lea	County, NM
Number of Acres	:40	
Name of WIOwn	ners: MRC Permian Company	

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	80.00	25.00%
Tract No.2	80.00	25.00%
Tract No.3	120.00	37.50%
Tract No.4	40.00	12.50%

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

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 284462

CONDITIONS

Operator:	OGRID:
MATADOR PRODUCTION COMPANY	228937
One Lincoln Centre	Action Number:
Dallas, TX 75240	284462
	Action Type:
	[IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created B	/ Condition	Condition Date
dmcclur	e None	11/9/2023